

COCA  
WINE.

ARMBRECHT.

COCA  
WINE.

FOR FATIGUE OF MIND AND BODY.

PARTICULARLY RECOMMENDED TO PROFESSIONAL  
GENTLEMEN.FOR SINGERS AND PUBLIC SPEAKERS IT IS  
INVALUABLE.A Sample Bottle of the Wine, containing 10 ounces, and also a  
Sample Box of Coca Lozenges, will be sent free on receipt  
of professional card.Professional price, carriage paid, 38s. per dozen;  
20s. half a dozen.

Pamphlets and certificates on application.

ARMBRECHT, NELSON, & CO.,  
DUKE STREET, GROSVENOR SQUARE, LONDON, W.  
LEGAL AND GENERAL LIFE ASSURANCE  
SOCIETY.

ESTABLISHED OVER HALF CENTURY.

10, FLEET STREET, LONDON.

FREE,  
SIMPLE,THE  
PERFECTED  
OF  
LIFE  
ASSURANCE.AND  
SECURE.

TOTAL ASSETS, £2,588,000. INCOME, £285,000.

The Yearly New Business exceeds ONE MILLION.

## DIRECTORS.

Bacon, The Right Hon. Sir James.  
Blake, Fredk. John, Esq.  
Brooks, William, Esq. (Basingstoke).  
Doane, The Right Hon. Sir James Parker,  
Q.C., D.C.L.  
Dickinson, James, Esq., Q.C.  
Ellis, Edmund Henry, Esq.  
Frere, Bartle J. Laurie, Esq.  
Garth, The Right Hon. Sir Richard.  
Harrison, Chas., Esq.  
Kekewich, The Hon. Mr. Justice.  
Lopes, The Right Hon. the Lord Justice.  
Masterman, H. Chancery, Esq.  
Mathew, The Hon. Mr. Justice.Meek, A. Grant, Esq. (Devizes).  
Mellor, The Right Hon. John W., Q.C.,  
M.P.  
Mills, Richard, Esq.  
Morrell, Frederic F., Esq. (Oxford).  
Pemberton, Henry Leigh, Esq.  
Pennington, Richard, Esq.  
Rowcliffe, Edward Lee, Esq.  
Saltwell, William Henry, Esq.  
Wilde, Spencer C., Esq.  
Williams, C. Reynolds, Esq.  
Williams, Romer, Esq.  
Williams, William, Esq.

VOL. XXXVII., No. 18.

## The Solicitors' Journal and Reporter.

LONDON, MARCH 4, 1893.

## Contents.

CURRENT TOPICS.....	297	LAW OF INHERITANCE AMENDMENT.....	310
THE BILL TO AMEND THE LAW OF IN- HERITANCE TO REAL PROPERTY .....	300	LAW OFFICERS OF THE CROWN (RE- MUNERATION AND STAFF) .....	310
THE SCOTCH OATH IN ENGLAND .....	300	LAW STUDENTS' JOURNAL .....	311
LEGISLATION IN PROGRESS .....	301	LEGAL NEWS .....	311
REVIEWS .....	302	COURT PAPERS .....	312
CORRESPONDENCE .....	302	WINDING UP NOTICES .....	312
NEW ORDERS, &c. ....	302	CREDITORS' NOTICES.....	312
LAW SOCIETIES .....	307	BANKRUPTCY NOTICES.....	312

## Cases Reported this Week.

## In the Solicitors' Journal.

Ashmead, Ex parte, Re Nance .....	306
Catton v. Banks .....	306
Christie v. Taunton, Delmar, Lane, & Co. ....	304
Eastern and Australian Steamship Co., Re .....	304
Holgate v. Jennings .....	305
Robinson v. Caldwell and Another .....	305
Snyder Dynamite Projectile Co. (Lim.), Re .....	304
Taylor, Ex parte, Re Fotts .....	305
Temperton v. Russell and Others.....	305

## In the Weekly Reporter.

Cathcart, In re .....	277
Cobb v. Great Western Railway Co.....	275
Collins and Tuffley v. Elstons .....	287
Dando v. Boden .....	285
Day v. Longhurst .....	289
Godden, In re, Teague v. Fox .....	289
Hennell v. Davis and Austin .....	284
Pollitt, In re, Ex parte Minor .....	276
Vansittart, In re, Ex parte Brown .....	286

## CURRENT TOPICS.

WE LEARN, with the greatest satisfaction, that the Council of the Incorporated Law Society have taken time by the forelock, and that the necessary organization for opposing any compulsory system of registration of title is now ready. As will be seen from our article in another column, the Bill for the Amendment of the Law of Inheritance, which has hitherto been the companion of the Land Transfer Bill, has already been introduced.

SOME TIME ago we referred to the possibility that an alteration would be made in the rules of court, conferring on the registrars of the Chancery Division the power to make orders of a certain class on summonses to be issued and heard by them. Notwithstanding that the chief clerks of the Chancery judges do not feel themselves oppressed with too much work, nor the registrars with too much leisure, it is understood that the alteration referred to will take place, and that the rules made to carry it into effect will be embodied in an order to be shortly issued.

AN IMPORTANT CHANGE is made by the notice which we print elsewhere with regard to the hearing of witness actions by the four judges of the Chancery Division who have chambers. Before the next Easter Sittings a number of actions will be selected by each judge, according to his seniority, and all the actions so selected will be placed in one separate list for continuous disposal. Mr. Justice CHITTY will begin upon this list on the 11th of April and will continue to hear cases from it until the 22nd of April, except on one Monday. Afterwards Mr. Justice NORTH will take up the list from the 26th of April to the 6th of May, except the intermediate Monday. Mr. Justice STIRLING will subsequently proceed in like manner from the 9th of May to the end of the sittings. Any part-heard case pending at the ceasing of the turn of any judge will be completed by him. The selected list will be prepared on the 18th of March and then exhibited, and objections may be taken in before the time when the list is finally published, shortly before the end of the sittings. Careful arrangements are made by the notice for the hearing of interlocutory matters during each judge's turn.

WITH REGARD to the remuneration and staff of the law

officers, the cat has been let out of the bag at last, and a very fine well-grown animal it is. For doing no more for the nation than other law officers have done each of the present occupants of those posts is (1) to have his fees for contentious Government business raised to "the scale of fees which a Queen's Counsel of like standing in the profession might reasonably expect from a private client"; (2) to have a special fee, not exceeding one hundred guineas, in addition to the fee on his brief, in case he is required to appear out of London as counsel for a Government department; (3) as regards the Attorney-General, to require a brief to be sent to him in any case which "he has desired to conduct personally"; (4) to have an allowance, as regards the Attorney-General of £250, and as regards the Solicitor-General of £200, for his "personal clerks"; and (5) as regards the Attorney-General, to have the right to appoint permanent clerks at salaries of £500 a year and £300 a year, to form part of the "permanent clerical staff for the law officers of the Crown" at the Royal Courts of Justice—such staff to consist of four clerks. It cannot be doubted that these provisions, in addition to the salaries of £7,000 to the Attorney-General and £6,000 to the Solicitor-General, will afford exceedingly solid consolation for the loss of the fees paid on hearing cases before the courts in which the law officers are now shut out from practice, while the aggregate earnings of law officers who possess a considerable practice before the House of Lords and Judicial Committee will probably in the future be unparalleled.

IT APPEARS from the answer given by Mr. ASQUITH on Monday to a question put to him by Mr. GREENE, Q.C., that the Government have not the courage to face the opposition of the thirty-eight towns which the judges by their report proposed to deprive of their civil assizes. In view of this declaration it may be as well to refer to the list which the judges prepared of the average number of causes tried at each assize in those towns during the four years 1888 to 1891 inclusive. Oakham had none, two towns, Mold and Presteign, had an average of a quarter, then there are four towns with one-half, twelve with one, including Bedford, Huntingdon, Lancaster, Reading, Haverfordwest; eight with two, including Northampton, Hereford, Cambridge, Oxford; four towns with three cases, three towns with four, Stafford and Lewes with six, and Maidstone with seven. The last few of these places stand as well in the matter of business as several which the judges proposed to retain, and better than Lincoln, Carnarvon and Bodmin. But the list of places to be retained was determined, of course, by the facilities for grouping other places with them. Now, however, all this scheme, with its anticipated saving of judicial time, and its advantages to suitors by reason of the better arrangement of the cause list, which would be possible when the assizes are confined to a few central towns, is to be put aside because of the outcry in places, the majority of which supply one, or at most two, effective causes in the year. Surely, with the legislative energy the Government are displaying, they might have been expected to approach the matter in a more independent spirit. As to the rest of the judges' resolutions, some the Lord Chancellor hopes to deal with soon by legislation, and, as to others, proposals will shortly be brought before the Rule Committee. But, of course, the rejection of the circuit reform makes a considerable inroad upon the entire scheme.

WE REFERRED last week (*ante*, p. 277) to the desirability of establishing the same rule with regard to the costs of incumbrancers in a partition as in an administration action; so that the costs payable out of the estate shall not be increased by the circumstance that some of the parties entitled have incumbered their shares. Neither we nor the writer of the observations were aware at the time that the question had arisen in the case of *Catton v. Banks* before Mr. Justice KEKEWICH, and that judgment had been reserved, or we should of course have abstained from commenting upon it. Mr. Justice KEKEWICH has now delivered an admirable considered judgment (reported elsewhere), and it is in

accordance with the view which we ventured to suggest. It is true, of course, that a partition action is not in all respects similar to an administration action, and in his careful judgment in *Belcher v. Williams* (39 W. R. 266, 45 Ch. D. 510), NORTH, J., referred to various cases in which a number of persons might become interested in an original share and in which each ought to be allowed his costs out of the estate. Hence, as a general rule, he would allow costs to all parties found to be interested in the shares at the time when the chief clerk's certificate is made. But though this gives a fair result when the original shares have been split up into distinct parts, and the number of persons absolutely entitled has been increased, there seems little reason to extend it so as to include mere incumbrancers upon shares. NORTH, J., however, suggested the further point that both owners and incumbrancers are necessary parties, and, as it is the persons desiring partition who bring them before the court, all alike ought to get their costs. "It seems to me," said the learned judge, "a reason for giving each person interested costs that you cannot get on without him; and it does not appear to me fair that persons who are brought before the court for the purpose of giving other parties interested their legal rights should have to bear the costs so occasioned." It must be admitted that there is a good deal of force in this. The incumbrancer himself does not appear to be interested. Either the share is sufficient to pay him his principal, interest, and costs—the case, as KEKEWICH, J., observed, in *Catton v. Banks*—and it is immaterial to him, whether he gets his costs out of the estate or out of the share; or it is insufficient, and then apparently the one set of costs allowed would be paid to him in preference to his mortgagor (*cf. Greedy v. Lavender*, 11 Beav., at p. 419). Possibly, however, in this case the court, in the exercise of its discretion, would allow costs to each party. Where, however, the share is sufficient to pay the incumbrancer, it can only be the mortgagor who is interested, and, although it is true that the decision in *Catton v. Banks* may saddle him with costs because other persons desire a partition, yet, as these are due to his own dealing with his share, it is fairer to adopt this course than to burden his co-owners with them. The liability to such costs can of course be taken into account when he incumbers his share.

A QUESTION of great importance is raised by the letter which we printed last week (*ante*, p. 282) on the subject of conducting fees. Upon a "sale of property" by public auction, where no commission is paid by the client to an auctioneer, the solicitor is entitled, under Schedule I., Part I., of the Remuneration Order, to a percentage on the price realized or, where the property is not sold, to a percentage on the reserved price. What, then, is to be understood by a "sale of property" when property is sold in lots? Looking only at the expression "sale of property," as used in the scale, it would seem that each lot must be treated as property, and a separate conducting fee paid in respect of it. But it is said that rules 1 and 2 militate against such a construction. Rule 1 is concerned with the commission for deducing title and perusing and completing conveyance on a sale by auction, and it says expressly when this commission is to be paid separately on each lot. It is to be so paid "except where a property held under the same title is divided into lots for convenience of sale, and the same purchaser buys several lots and takes one conveyance, and only one abstract is delivered." In the excepted case the commission is to be chargeable on the aggregate prices of the lots. The effect of this rule is limited, therefore, to the commission for deducing title, and it provides in substance that the fee shall be chargeable separately for each lot except under circumstances when the work done in respect of several lots is exactly the same as if they were one lot. If this touches the conducting fee at all, the inference would seem to be that, as each lot has to be dealt with separately, a separate fee is chargeable. More to the point is rule 2 which provides that the commission on an attempted sale by auction in lots shall be chargeable on the aggregate of the reserved prices. But there is no necessity at all for such a rule unless the expression "sale of property" in the scale is meant ordinarily to refer to each separate lot of property. In *Re Onward Building Society* (1893, 1 Q. B. 16) POLLOCK, B., applied the maxim

"*Expressio unius est exclusio alterius*" to rule 1 to shew that as the deducing fee was there expressly given for separate lots, so it must be understood that a separate conducting fee is excluded. But surely the maxim applies much more forcibly, and with an opposite result, to rule 2. If the words of the scale are such that a special rule is required to reduce the fee on an attempted sale to a commission on aggregate prices, it follows that, on a successful sale, the commission is excluded from such a construction. It is to be charged, therefore, on the separate lots. This view is supported, too, by the reference to "transactions" in rules 8 and 12 as the basis for the solicitor's charges. Surely the sale of each lot at an auction is a separate transaction. Our last week's correspondents referred to the opinion of Sir HORACE DAVEY, which is in accordance with the view above expressed, and to the opposite decision of the Divisional Court (POLLOCK and HAWKINS, JJ.) in *Re Onward Building Society*. We print elsewhere a letter from a correspondent, giving the official view, which supports the construction put upon the rules by the judges, but we cannot agree with the conclusion which he draws in the last sentence. It may be observed that it is perfectly natural to allow a smaller commission when the auction is abortive, but, if our correspondent is right, the remuneration might be as great for an abortive as for a successful sale, and usually, in fact, would be nearly as great.

IT IS UNDERSTOOD that the Commissioners of the Treasury are desirous of extending the provisions of the Order in Council of the 15th of August, 1890, which applies to the officers of the civil service, so as to include the officers of the administrative departments of the Supreme Courts of Judicature (England and Ireland), and to the officers of the Courts of Session and Justiciary (Scotland), and the officers of the Land Registry. The main question is whether this Order in Council was intended to include the regulation of these legal departments, or whether they were designedly left out of consideration. Upon a consideration of the principal clauses of the Order in Council, which was published in the *Gazette* on the 19th of August, 1890, no one having any knowledge of the legal offices would allow that they could be applied to the higher grades of officers in the legal departments without considerable modification. The officers in the Royal Courts of Justice who would be affected by these provisions include the Chancery registrars, taxing masters, and chief clerks, and the masters of the Central Office, and the higher class of clerks of these several officers. In considering the provisions of the Order in Council regard must be had to the fact that many of the regulations there prescribed are provided for by rules of court having the force of an Act of Parliament. For instance, these rules regulate all that relates to office hours and vacations. As regards the appointment of the officers in question, the patronage is in the hands of the presidents of the several divisions, and principally of the Lord Chancellor and the Lord Chief Justice, and the persons appointed must possess a legal qualification, which is more valuable for the purpose of the duties to be performed than the ordinary civil service examination. This qualification, which, in most cases, is a period of ten years' professional experience, necessitates that men who are appointed to the posts in question are much above the age of twenty-three or twenty-four years, as prescribed for clerkships by clause 2 of the Order in Council. This fact brings us to the clause which prescribes compulsory retirement at the age of 65, except in special cases, and then not exceeding five years more. It is within general experience that many men, even at the age of seventy, and many more at the age of sixty-five (especially among lawyers, who are proverbially long lived) are fully capable of performing public duties, and as a matter of economy it cannot be denied that it is expedient to retain the services of those who have acquired experience in the performance of their duties rather than to condemn them to retire (if they are willing to remain), and so burden the revenue with a pension in addition to the pay of a successor. These considerations clearly shew that the provisions of this particular Order in Council are inapplicable in their present form to the legal departments, and require extensive modifications before being applied.

IN THE CASE of *Riddell v. Durnford* (*ante*, p. 267) the lease of a house contained an option to purchase the fee, if the lessee should be desirous of so doing at any time before a certain date, and of such desire should give to the lessor six months' previous notice in writing. The clause to this effect was practically identical with that given in Davidson's *Precedents*, 3rd ed., vol. 5, form 19, clause 37, p. 157, and is in common use to confer such an option, and has usually been thought to indicate with reasonable clearness that the notice must be a six months' notice previous to the appointed date. The lessee, however, who had given a shorter notice, claimed to be in time, on the ground that notice given *any time previous* to such date, to expire not less than six months later, was valid. Mr. Justice CHITTY had no hesitation in deciding against the lessee's contention. It was pointed out in the judgment that, if that contention were right, it would have been possible for the lessee to give a notice to purchase which would only expire on the last day of his term, and that was plainly contrary to the intention of the parties. Moreover, the desire of the tenant, until communicated, was immaterial to the landlord, and the gist of the clause was communication. The learned judge also expressed an opinion that the clause was obscure, but his lordship's decision went far to clear up any obscurity and settle the true construction and meaning of the clause as framed, besides suggesting to conveyancers a possible amendment of such clause in the future.

THE BAR COMMITTEE obtain public recognition in the *breviate* of the Administration of Estates Bill recently introduced by the Lord Chancellor. "The Bill," so runs the *breviate*, "has been revised with reference to criticisms made by the Bar Committee, and at their suggestion some amendments of an uncontroversial nature have been added." With regard to the first clause, however, which prohibits a person from administering any personal estate of a deceased person without obtaining probate or administration within six months after his decease, we read that "the language of the enactments reproduced" (55 Geo. 3, c. 184, s. 37, and others) "has been criticised by the Bar Committee, but they have worked without difficulty for nearly eighty years, and in the opinion of the Commissioners of Inland Revenue no alteration is necessary or expedient." Approaching the clause with an unbiassed mind, we cannot help thinking that its concluding words, which provide that any sum forfeited to the Crown for disobedience of it "shall be recoverable by any of the ways or means in force for the recovery of probate, legacy, or succession duty," though strung together in a style familiar enough to those who are familiar with Inland Revenue Acts, are curiously unhappy. Why should not the Legislature say plainly how the penalty is to be recoverable, and not leave the unfortunate Crown debtor (who may after all be a perfectly honest person) ignorant from what quarter the avenging sword of the Inland Revenue authorities is to strike him?

THE CASE of *Holgate v. Jennings* (reported elsewhere) drives one more nail into the coffin of *Humble v. Shore* (7 Hare, 247, 1 H. & M. 550). It will be remembered that in *Humble v. Shore* a direction that a share of residue which is undisposed of should fall into residue and be disposed of accordingly was held insufficient to carry the share to the other residuary legatees. In case after case this construction has not been adopted, and in *Re Owen* (36 SOLICITORS' JOURNAL, 539) CHITTY, J., pointed out on what very slender grounds the distinctions had been based. With the usual respect to an old authority, the courts always affect to treat it as still binding, but manage to construe the will before them in another way. To be bound by a case to this extent is not to be bound at all. From the point of view of the public, this is to be regretted, as practically every will containing such a direction has to be construed by the court. The will in question required the assistance of four Queen's Counsel and four juniors to construe it; and until *Humble v. Shore* is definitely declared to have been wrongly decided, this state of things must continue. Though its authority is only nominal, there is always a faint hope in the breast of the heir or next of kin that its peculiar construction may be applied in their favour.

## THE BILL TO AMEND THE LAW OF INHERITANCE TO REAL PROPERTY.

THE Lord Chancellor has introduced into the House of Lords a short Bill, which, if passed into law, will have very far-reaching consequences—we mean the Bill to amend the Law of Inheritance to Real Property. The measure, which we print in full in another column, consists of five clauses only, the last three of which are merely formal. The effect of the first clause is to assimilate the devolution of real estate vested in any person on his death to that of chattels real. The section is to apply only to cases of death after the commencement of the Act, and it is not to apply to cases where a person is, at the commencement of the Act, and remains thenceforth to his death, under disability owing to infancy or unsoundness of mind. The second section defines the meaning of the words "heir" or "heirs" in certain cases.

The object of the first section is to carry into effect a reform advocated by many eminent lawyers belonging to both the great political parties. When we consider that in ninety-nine out of every hundred wills real and personal property are given to trustees on trusts for conversion, thus forming a common fund out of which debts and legacies are to be paid, we think we may assume that the intention of the Bill will commend itself to most of our readers; the question, however, remains—and a most serious question it is—whether the language of the Bill is well fitted to carry out that intention.

"Real estate" is defined (clause 1 (4)) as meaning "any estate or interest of inheritance or limited to the heir as special occupant in any tenements or hereditaments corporeal or incorporeal." This definition appears to be taken from the Land Transfer Bill brought in by the late Government in the year 1888. It appears to catch every kind of interest in property, whether real or personal, which passes to the heir. As applied to estates in fee simple, the Bill may possibly work without difficulty. On death the estate will pass to the executor, or, after his appointment, to the administrator, just as if it was a chattel real. But the Bill requires considerable amendment with respect to estates tail. As it stands, the estate tail will vest in the personal representatives of the deceased, who will acquire a base fee. It need hardly be stated what extreme inconvenience will be caused by this. There are two modes in which this could be dealt with. Probably the most convenient method would be to provide that where a tenant in tail is of full age and under no disability, his estate tail should be enlarged, either into a base fee or a fee simple, according as there is, or is not, a protector. The other method would be to provide that the base fee taken by his personal representatives should be enlarged into a fee simple if there is no protector at his death, or, if there is a protector, then as soon as the protector dies. Possibly, however, the Bill was drawn in its present form with the object of interfering as little as possible with strict settlements, and thus having a better chance of passing through the House of Lords. It will be observed that, as under the Bill the representatives of the deceased tenant in tail take a base fee if he leaves issue inheritable under the entail, and take nothing if he does not leave such issue, the estates of the remaindermen are not interfered with. Bearing in mind, however, the great improbability of a tenant in tail marrying without barring his estate tail, and that, even if he dies without having barred it, the issue in tail can enlarge it, we cannot help thinking that the balance of advantage is in favour of adopting either of the suggestions we have made. If the intention is really not to interfere with strict settlements, the better plan would be to provide that the Bill should not affect estates tail in case of intestacies, but that, if the tenant in tail devises the settled land, he should be able to dispose of a base fee or the fee simple according as there is or is not a protector.

It appears also to deserve consideration whether the Bill ought to apply to estates tail which cannot, under the existing law, be barred, as having been settled by Act of Parliament.

The Bill will cause additional expense in the case of copyholds. Apparently it will put a stop to the power of devising copyholds to such uses as the trustees shall appoint, and it will render it necessary for the personal representatives to be admitted. This might be obviated by giving the personal representatives a

limited time during which they might sell without being admitted, and by authorizing them to convey to a purchaser in the same manner as if the land had been devised to such uses as they should appoint.

The language of the Bill leaves it somewhat uncertain whether real estate will not have to be included in the valuation for probate duty. We feel confident that this is not intended, but the language of the Bill leaves the question somewhat doubtful. The Bill provides, clause 1 (3), that "the rules of law respecting chattels real in regard to probate . . . shall, so far as may be, apply to real estate in like manner as they apply to chattels real." One of these rules is that the affidavit made by a person applying for probate must bear an *ad valorem* stamp depending upon the amount of the personal estate, which expressly includes leaseholds for years (see 55 Geo. 3, c. 184, s. 38). It appears to follow that after the passing of the Bill real estate will have to be included. It is right to say that the Bill provides (clause 1 (7)) that "nothing in this section shall alter or in any way affect the liability of real estate to any tax or duty under the law for the time being in force." But it may be argued that the meaning of this provision is not to exempt the personal representatives from including the value of the real estate in the valuation for probate, but only to provide that the Act shall not in any way operate so as to exempt real estate from duties to which it would be liable if the Bill had not passed into law.

## THE SCOTCH OATH IN ENGLAND.

THERE must be some reason to explain the ignorance which still appears to exist in official quarters as to section 5 of the Oaths Act, 1888. Only the other day a doctor, who was called to give evidence before the coroner for Westminster, objected to kiss the book, and desired to be sworn with uplifted hand in Scotch form. The coroner, according to the reports, asked him why he objected to kiss the book. The doctor replied that it was an uncleanly custom, and urged his statutory right to be sworn in the Scotch form. The coroner informed him that he had no such right, and directed him to find a clean page in the Testament and kiss that. With this direction the witness had to comply. The coroner was, of course, entirely wrong. As we pointed out on a previous occasion (*ante*, p. 245), every person has a right to be sworn in Scotch form for every purpose for which an oath is required, and every person charged with the duty of administering an oath is bound to administer it in Scotch form when asked to do so, without asking any question. In the courts of the Queen's Bench Division this is done as a matter of course.

With cases of this kind occurring so frequently all over the country, disclosing complete ignorance of an important enactment on the part of official persons who are generally well informed with regard to matters affecting their duties, one cannot but suppose that there must, as we have said, be some reason to account for their want of knowledge of this particular section of the Oaths Act. It will be seen on reference to the Act that section 5 has no connection with any other part of it. The section stands as a thing by itself, and the Act is quite complete without it. Impressed with this fact, and also with the widespread absence of knowledge of the very existence of the section among people who are well acquainted with the rest of the Act, we have been at some pains to discover how the section came to form part of the Act and for what purpose it was inserted. The point is of some interest, though only of an academic kind, for, the section being there, it matters not how it came there so far as its effect is concerned.

It appears that at the time when Mr. BRADLAUGH introduced the Oaths Bill, with the intention of enabling persons who had no religious belief to affirm in lieu of swearing, a Scotch member of Parliament was in possession of information from the North of Ireland shewing that some difficulties had arisen with regard to the manner in which the oath was there administered to Scotch Presbyterians. Witnesses of this persuasion objected to kissing the Bible, and were in the habit of asking to be sworn with uplifted hand, in Scotch form. The legal authorities there appear to have been better versed in the law as to oaths than our legal officials in this country, for they met the difficulty by applying 1 & 2 Vict. c. 105, and allowed a witness to be sworn

with uplifted hand in Scotch form on his declaring that such form and ceremony were binding on his conscience. But the Scotch member had, it seems, an objection to the Scotch form of oath being treated in the same way as a Chinaman's or a Buddhist's, as if it involved some heathen ceremony unknown to British law, which required the preliminary question and declaration to bring it within the statute referred to. Being, therefore, desirous of enabling Scotchmen to swear with uplifted hand, he proposed a clause to that effect, and, in order to guard against misapprehension, he provided that any person desiring it should be so sworn "without further question." No one appears to have given much thought to this proposed amendment of Mr. BRADLAUGH's Bill; but the Attorney-General for Ireland—thinking, doubtless, that the proposal to allow the Presbyterians to swear with uplifted hand was a somewhat vague provision—inserted the words "in the form and manner in which an oath is usually administered in Scotland," and the section was passed in that form. That the 5th section of the Oaths Act has been so generally overlooked is due, no doubt, to the fact that it only came into the Act by a side-wind, and had nothing whatever to do with the main purpose of the measure on its introduction.

The section, however, stands as part of the statute, and as the terms in which it is couched are so general as to give it universal application within the United Kingdom, and a steadily increasing desire is manifesting itself all over the country to take advantage of it, it may be useful to consider the reasons which exist for preferring the Scotch to the English form of oath. Independently of the question of cleanliness, there are some practical reasons for preferring the Scotch oath. Cleanliness is an enormous argument in its favour, for at the root of the aversion which doctors feel against kissing a Testament in common use in court or elsewhere lies the belief, now universally held, in the germ theory of the propagation of disease. The book may be infected! The very thought of such a possibility is sufficient to make any reasonable person avoid kissing it if possible. But, apart from this, there are reasons for desiring that the Scotch oath should supersede the English oath altogether. The strongest reason is that it would greatly simplify the duty of administering the oath for all purposes. The use of a book introduces complications into the process of swearing. What book is to be used? The question of creed arises immediately this difficulty has to be met. Even Christians are not agreed on this point. Members of the English Church and English Nonconformists swear upon the Authorized Version of the New Testament, but it is a common thing for Roman Catholics to object to be sworn on our Testament. They prefer to be sworn on the Douay Bible, and they have a perfect right to be so sworn. But here again the point recurs which troubled the Scotch member to whom we owe section 5 of the Oaths Act. A Roman Catholic can only be sworn on the Douay Bible in the same way that a Parsee can be sworn on the Zendavesta—viz., after he has declared that such form and ceremony will be binding on his conscience, so as to bring his oath within 1 & 2 Vict. c. 105. Again, a Jew has to be sworn on the Pentateuch, and many Jews very properly decline to swear on a Bible in which the Old and New Testaments are bound together. But neither Anglican, Nonconformist, Roman Catholic, Jew, or even Parsee would have any objection to the Scotch form of oath administered without the use of any book. The words "I swear by Almighty God" would apply equally to all of them, and the uplifting of the hand is but a gesture which, combined with the words used, expresses a belief which they all hold in the existence of God. The usual oath of a Parsee might even be so administered without alteration: "I swear by God, God omnipresent, and God omnipotent, the God Almighty." The Scotch oath, therefore, would be much simpler because it would be much more generally applicable without alteration.

With regard to solemnity, we think it will be generally admitted that the Scotch form is far more solemn than our English form. A very little comparison will serve to shew why this is so. In order to invest the English oath with any solemnity it requires analysis to disclose its hidden meaning, while the meaning of the Scotch oath is simply and clearly expressed by the very words used. The English oath is "I swear, &c.—So help me God." How many of the thousands of people,

we wonder, who use the words "So help me God" know precisely what they mean? Those words are undoubtedly based upon the Christian faith—we cannot be saved unless God help us, and so we bind ourselves to speak the truth as we hope for that help. When we compare with our own form the words of the Scotch oath, "I swear by Almighty God, as I shall answer to God at the Great Day of Judgment, that I will," &c., we are bound to admit that for simplicity, and dignity, and impressiveness, the Scotch form entirely eclipses our own.

FRANCIS A. STRINGER.

## LEGISLATION IN PROGRESS.

In the House of Lords the Trustee Consolidation Bill, the Administration of Estates (Consolidation) Bill, and the Statute Law Revision (No. 1) Bill have each been read a second time, and the Sale of Goods Bill and the Public Authorities Protection Bill have passed through committee.

**THE TRUSTEE CONSOLIDATION BILL.**—In moving the second reading of the Trustee Consolidation Bill the Lord Chancellor referred to proposals which had been formerly made to consolidate and codify the law relating to trustees. It had been found, however, that this was a matter open to a great deal of difficulty, and serious questions were raised whether it was expedient to attempt to crystallize in that way the decisions arrived at with regard to the liability and rights of trustees. Hence, he said, the present Bill was confined to a consolidation of the statute law relating to trustees.

**THE STATUTE LAW REVISION BILL** continues the work of revision from 7 Geo. 4, c. 74 to 31 & 32 Vict. c. 129. Referring to this measure the Lord Chancellor observed that the committee of both Houses appointed last session to consider the subject of statute law revision made a report in which they recommended that in future years a joint committee of both Houses should always be appointed to deal with the subject. He therefore moved, and the motion was agreed to, "that it is desirable that all Statute Law Revision Bills of the present session be referred to a joint committee of both Houses of Parliament."

**THE PROTECTION OF PUBLIC AUTHORITIES.**—The object of the Public Authorities Protection Bill is to generalise the provisions which have been inserted in numerous Acts of Parliament for the protection of persons acting in the exercise of statutory or other public duties, and thus to establish a model form which will supersede existing special provisions to the same effect, and will obviate the necessity for special provisions in the future. The substantial provisions of the Bill are contained in one clause only, dealing in different sub-sections with the subjects of the limitation of time for taking proceedings, venue, costs, and tender of amendments and payment into court. The schedule contains a long list of enactments repealed.

**VOLUNTARY CONVEYANCES.**—Lord MACNAGHTEN has introduced a Bill to amend the law relating to the avoidance of voluntary conveyances. This provides that, "subject as hereinafter mentioned, no voluntary conveyance of any lands, tenements, or hereditaments, whether made before or after the passing of this Act, if in fact made *bona fide* and without any fraudulent intent, shall hereafter be deemed fraudulent or covinous within the meaning of the Act 27 Eliz. c. 4 by reason of any subsequent purchase for value, or be defeated under any of the provisions of the said Act by a conveyance made upon any such purchase, any rule of law notwithstanding." The Bill contains a saving in the case of sales to a purchaser for value by the author of a voluntary conveyance completed before the passing of the Act.

**EVIDENCE IN CRIMINAL CASES.**—The Lord Chancellor's Bill to amend the law of evidence proposes to enact, like the Bill of last year, that "every person charged with an offence, and the wife or husband, as the case may be, of the person so charged, shall be a competent witness whether the person so charged is charged solely or jointly with any other person." This is qualified by a number of provisos, the first being that the person so charged shall not be called as a witness in pursuance of the Act without his consent. Naturally, however, if he is called as a witness, he ought not to be able to refuse to answer any question on the ground that it will tend to criminate him as to the offence charged, and any such right is expressly excluded. In last year's Bill a proviso was introduced defining how evidence was to be given where persons were charged jointly. Thus, if A. and B. were charged, A. might call B., or B.'s wife or husband, as a witness, but no question was to be put tending to implicate B. This is now omitted, and under the provisions above referred to B. could only be called as a witness with his consent.

**THE ENFRANCHISEMENT OF PLACES OF WORSHIP.**—On the motion of Mr. RENDLE, the Places of Worship Enfranchisement Bill has been read a second time, and has been referred to the Standing Committee on Law. The preamble recites that it is expedient to afford facilities for

the acquisition by religious bodies of the fee simple of their places of worship and hereditaments held therewith upon trusts for and incidental to religious purposes. The Bill applies where the property is held under a lease or underlease for lives or for a term originally created for a period of not less than thirty years. In such cases the trustees will have the right to acquire the freehold, and all intermediate reversions, in consideration, as to the freehold, of a perpetual rent-charge, and, as to intermediate reversions, of annual rent-charges corresponding to the duration of the reversion. The amount of the rent-charge will be determined by agreement, or by a sole arbitrator appointed by the parties, or by the county court judge. The amount is to be based on the market value of the reversion at the time of purchase, exclusive, however, of the value of improvements made by the trustees. The trustees may require an abstract of the title of the freeholder and other reversions; but it seems to be contemplated that ordinarily a statutory declaration of title and of receipt of rent shall be sufficient, any person making a false declaration to be guilty of a misdemeanour, and liable to twelve months' imprisonment. Reversions with a possessory title of five years are to be able to vest the reversion in the trustees, and other claimants on establishing title will obtain the rent-charge only. Notwithstanding the merger of the lease, certain covenants are to continue to be binding on the trustees, including covenants as to roads and drains, covenants to repair, and covenants to insure. Upon a future sale of the premises by the trustees a right of pre-emption is reserved to the owner for the time being of the rent-charge; but where there are terminable rent-charges in respect of intermediate reversions the right of pre-emption is to go first to the owner of the rent-charge created in respect of the lowest underlease, and only in the last instance to the former freeholder.

## REVIEWS.

### BOOKS RECEIVED.

*A Concise Treatise on Powers.* Second Edition. By GEORGE FARWELL, Q.C., assisted by W. R. SHELTON, Barrister-at-Law. Stevens & Sons (Limited).

*The Public Health Acts, Annotated, with an Appendix containing the various Incorporated Statutes, &c.* First Edition. Public Health Act, 1875. By W. G. LUMLEY, Esq., LL.M., Q.C., and EDMUND LUMLEY, B.A., Barrister-at-Law. Second and Third Editions. By Wm. PATCHETT, Esq., Q.C., and ALEXANDER MACMORRAN, M.A., Barrister-at-Law. Shaw & Sons.

*A Manual of the Law specially affecting Catholics.* By WILLIAM SAMUEL LILLY, LL.M., Barrister-at-Law, and JOHN E. P. WALLIS, M.A., Barrister-at-Law. William Clowes & Sons (Limited).

*A Short Treatise on the Law relating to Fraud and Misrepresentation.* By SYDNEY HASTINGS, B.A., Barrister-at-Law. Second Edition. William Clowes & Sons (Limited).

*Forms of Judgments and Orders in the High Court of Justice and Court of Appeal.* Having especial reference to the Chancery Division. With Practical Notes. By the late Hon. Sir H. W. SETON. Fifth Edition. By CECIL C. M. DALE, Esq., Barrister-at-Law, and W. CLOWES, Esq., a Registrar of the Supreme Court of Judicature. Vol. II. Stevens & Sons (Limited).

*The Business Man's County Court Guide. A Practical Manual of the Ordinary Procedure in these Tribunals, especially with reference to Tradesmen's Disputes and the Recovery of Trade Debts. Including Practical Information upon Evidence, Special Defences, &c. And with an Appendix of Useful Forms and Table of Fees.* By CHARLES JONES. Effingham Wilson & Co.

*Aids to Equity. Intended to Assist the Student in Reading Snell's Principles of Equity.* By ALBERT GIBSON, Solicitor, and ARTHUR WELDON, Solicitor. Fifth Edition. The "Law Notes" Publishing Offices.

*Valuations and Compensations. Being a New Edition of "Compensations." To which are added Chapters on Valuations. A Text Book for Surveyors in Tabulated Form.* By BANISTER FLETCHER. B. T. Batsford.

*The Complete Annual Digest of every Reported Case for the Year 1892. Being a Digest of Cases Decided by the House of Lords and Privy Council, the Court of Appeal, the High Court of Justice, the Court of Bankruptcy, the Court for Crown Cases Reserved, the Railway Commissioners, the Election Petition Judges, &c. Together with a Copious Selection from the Irish and Scotch Reports and References to the American Reports.* Edited by Mr. Registrar EMDEN. Compiled by HERBERT THOMPSON, M.A., LL.M., Barrister-at-Law, assisted by W. A. BRIGG, M.A., LL.M., Barrister-at-Law. William Clowes & Sons (Limited).

*Arbitrations. A Text Book for Surveyors in Tabulated Form.*

Revised in accordance with the new Arbitration Act, and giving such Act in Full. By BANISTER FLETCHER. Second Edition. B. T. Batsford.

## CORRESPONDENCE.

### CONVEYANCING COSTS—CONDUCTING FEES.

[To the Editor of the Solicitors' Journal.]

Sir,—I think that in the case mentioned by your correspondents, Messrs. John Miller & Son, the conducting fee should be at the rate prescribed by the first schedule to the Remuneration Order, Part I.—viz., 20s. per cent. for the first £1,000, 10s. on the second and third £1,000, and so on, upon the aggregate price realized. To charge a minimum conducting fee upon each lot of £5 is wrong, because rule 8 appended to the schedule states that this is only to be where the "prescribed remuneration" would amount to less than £5. Obviously the "prescribed remuneration" if taken, not piecemeal, but upon the whole sale, comes to £26 10s., and consequently rule 8 (under which alone there could be an increase) does not apply. Rule 2 says that commission on an attempted sale in lots is to be calculated on the aggregate of the reserve prices. There is no rule stating that where a sale is effected it shall be otherwise calculated. In the absence of such a rule the calculation on the aggregate is distinctly implied.

C.

[See observations under head of "Current Topics."—ED. S. J.]

### A NEW TERROR.

[To the Editor of the Solicitors' Journal.]

Sir,—Solicitors have been threatened in various ways during recent years, but I do not think they are as yet aware of the new terror in store for them in the shape of the lady negotiant or lady legal expert.

To explain matters I enclose a cutting from a new woman's paper called *Shafts*. If any one of your readers has been "selected," "had his costs limited," and generally been looked after by such a "ministering angel," his experiences, if communicated through the medium of your columns, would no doubt prove truly instructive and entertaining.

Feb. 28.

A POOR NERVOUS SOLICITOR.

[The following is a portion of the extract referred to by our correspondent:—

"ADVICE TO LADIES ON LEGAL, FINANCIAL, AND BUSINESS WORRIES.

"This manual is written by a woman for the use of women who are involved in or threatened with a litigation, or who have trouble with their investments, or any worry with their affairs. It explains what a wife may do with or without, or despite of her husband, under the Married Women's Property Acts; what should be done in legal matters to prevent an action in the High Court, and how, if taken in time, a lady negotiant can settle without a lawyer. Where litigation is unavoidable, it advises how to select a solicitor and limit his costs. It shows the advantage of retaining a lady legal expert to represent a litigant, who will keep her properly informed of what is being done, and who will see that her lawyer does his duty. It suggests what a lady should do when she becomes a plaintiff or defendant in the High Court, and how disagreeable actions in Chancery, Queen's Bench, Probate, and Divorce Courts may be settled; how ladies with doubtful share investments may get relief from payment of "calls"; all about wills, settlements, reversions, and claims to property, private arrangements with creditors, the sale, purchase, and transfer of houses, shops, hotels, and boarding houses; how matrimonial negotiations can be conducted for ladies on business principles, with much useful information on investments, bills of sale, hire agreements, and others matters of importance to spinsters, wives, and widows. (Price one shilling, postal order.)

"The Ladies' Business Agency (Limited) undertake every description of business referred to in their 'Advice to Ladies.' They have a staff of lady negotiants competent to act in all complicated matters of law, finance, and business, who collect evidence, interview solicitors, obtain status information as to the value of property offered for sale, and do all the clerical work usually transacted by auctioneers, accountants, surveyors, house agents, financial brokers, and literary agents. Write for prospectus."

## NEW ORDERS, &c.

### CHANCERY DIVISION.

WITNESS LISTS OF THE FOUR JUDGES WHO HAVE CHAMBERS.

*Preliminary Notice.*

With a view to the continuous disposal of their witness lists,

arrangements will be made by the four judges, with the sanction of the Lord Chancellor, to begin on the first day of the next Easter Sittings, to the following effect:—

1. A certain number of the cases standing at the top of his list will be selected by each judge, and placed, in the order of the seniority of the judges, in a separate list for continuous disposal. This list will be treated as one entire list, and will be disposed of by the four judges in rotation, according to arrangements to be made by them.

2. Each judge for the time being sitting for the disposal of the list will sit in his own court. Mr. Justice Chitty will begin taking the list on Tuesday, the 11th of April (the first day of the sittings), and will continue to sit for the disposal of the list until Saturday, the 22nd of April (inclusive), except Monday, the 17th of April, when he will sit in chambers.

Mr. Justice North will proceed with the list on Tuesday, the 25th of April until Saturday, the 6th of May (inclusive), except Monday, the 1st of May, when he will sit in chambers.

Mr. Justice Stirling will in like manner proceed with the list on Tuesday, the 9th of May, until the end of the sittings except Monday, the 15th of May, when he will sit in chambers.

3. The selected list will be settled not later than Saturday, the 18th of March, so that it may be published before the end of the present sittings. Any application on special grounds to remove a case from the selected list must be made not later than Monday, the 27th of March, to the judge from whose list it is taken. Such application may be made, when consented to, through the registrar's office; and, when not consented to, by summons or motion.

4. During next sittings any application for postponement of any case in the selected list must be made to the judge for the time being sitting for the disposal of the list.

5. If found necessary, a supplemental list of selected cases will be published in the course of Easter Sittings. Any judge for the time being engaged on the list will, when necessary, dispose of any part heard case after the expiration of his turn, but the next judge in rotation will proceed with the list on the day on which his turn is fixed to begin.

6. During the period when a judge is engaged on the selected list motions in causes, or matters assigned to him (including *ex parte* motions, but not including motions relating to the postponement of the trial or hearing of any cause or matter in the selected list) and also unopposed petitions assigned to him, will be heard by one of his colleagues as follows:—

Those assigned to	Will be heard by
Mr. Justice Chitty	Mr. Justice North
" " North	" " Chitty
" " Stirling	" " Kekewich

7. It is contemplated that arrangements similar to the foregoing may be made for the disposal of business during Trinity Sittings. February, 1893.

#### COMPANIES (WINDING UP).

##### NOTICE.

By Order of the Lord Chancellor, dated Feb. 23, 1893, the following action has been transferred to the Hon. Mr Justice Vaughan Williams, sitting as an additional judge in the Chancery Division:—

Mr. Justice North.

Edward Henty, Arthur Henty, and William Talbot Agar (Pliffs) and The Debenture Corp'n. Id, The House and Land Investment Trust Id, and The National Model Dwellings Co. Id (Defts) 1893 H. 535

## CASES OF THE WEEK.

### Court of Appeal.

\* In *Robson v. Edwards* (ante, p. 285), in the judgment, for "1880" read "1862."

#### TEMPERTON v. RUSSELL AND OTHERS—No. 1, 23rd February.

PRACTICE—PARTIES—REPRESENTATION—TRADE UNION—ACTION OF TORT—ACTION AGAINST DEFENDANT AS REPRESENTING ALL THE MEMBERS—"HAVING THE SAME INTEREST IN ONE CAUSE OR MATTER"—R. S. C., XVI., 9.

The title of the writ of summons and statement of claim was as follows: "Between Joseph Temperton, plaintiff, and J. Russell, president, and H. Stephenson, secretary, of the Hull branch of the Operative Bricklayers' Society; G. Belt, president, and W. Byrne, secretary, of the Hull branch of the Builders' Labourers' Society; C. Clark, president, and John Trueman, secretary, of the Hull branch of the Operative Plasterers' Society; E. Annis, president, C. Clark, vice-president, and J. Devine, secretary, of the joint committee of the Hull branches of the Operative Bricklayers', Builders' Labourers', and Operative Plasterers' Societies, as

well on their own behalf as on behalf of and as representing all the members of each of the said societies and joint committee to which they respectively belong; and J. Russell, H. Stephenson, G. Belt, W. Byrne, C. Clark, John Trueman, E. Annis, and J. Devine, defendants." The plaintiff was a mason and builder, carrying on business at Hull, and he sued the defendants for maliciously and unlawfully procuring and inducing certain persons to break certain contracts which they had made with him, and for maliciously and unlawfully procuring and inducing the workmen in the employ of the said persons not to do the work and to leave the service of their employers if the latter performed their contracts with the plaintiff, and with unlawfully conspiring together and with the other members of the associations to do the acts complained of. The plaintiff claimed damages and an injunction to restrain the defendants from doing the above acts. The Divisional Court (Lord Coleridge, C.J., and Hawkins, J.), upon the application of the defendants, struck out the words in the title of the writ and statement of claim "as well on their own behalf as on behalf of and as representing all the members of each of the said societies and joint committee to which they respectively belong." The plaintiff appealed.

THE COURT (Lord Esher, M.R., and LINDLEY and BOWEN, L.J.J.) dismissed the appeal.

LINDLEY, L.J., in delivering the judgment of the court, said that the question turned upon the true meaning of the words of ord. 16, r. 9, "persons having the same interest in one cause or matter." That expression only extended to persons who had or claimed some beneficial proprietary right which they were asserting or defending in the cause or matter. The present action, assuming it would lie, was founded on tort. The old Court of Chancery had no jurisdiction to grant relief in such an action, and its rules as to parties to actions ought not to be construed since the Judicature Act as creating a jurisdiction in one division which was never exercised by any court in the country. The plaintiff claimed an injunction. The persons assumed to be represented by the officers of the trade unions had no such interest as was contemplated by ord. 16, r. 9, as above explained. The case of *Springhead Spinning Co. v. Riley* (16 W. R. 1138, L. R. 6 Eq. 551) was no authority in favour of the plaintiff, because, in the first place, it was overruled by *Prudential Assurance Co. v. Knott* (23 W. R. 249, L. R. 10 Ch. App. 142), and in the next place the suit was not in form a suit against the defendants as representing others, although the prayer was for an injunction against them in that character. The appeal must therefore be dismissed.—COUNSELL, Channell, Q.C., and Montague Lush; E. Morten and L. G. Pike; T. W. Chitty. SOLICITORS, Bell, Bredrick, & Gray, for J. T. & H. Woodhouse, Hull; Shaen, Roscoe, Massey, & Co.; Collyer-Bristow, Russell, Hill, & Co., for Laverack & Son, Hull.

[Reported by W. F. BARRY, Barrister-at-Law.]

## High Court—Chancery Division.

### HOLGATE v. JENNINGS—Chitty, J., 25th February.

WILL—CONSTRUCTION—DIRECTION THAT LEGACY SHALL BECOME PART OF RESIDUARY ESTATE AND BE DISPOSED OF AS AFTER MENTIONED—SHARE OF RESIDUE TO BE HELD UPON SAME TRUSTS AS LEGACY.

A testator settled a legacy of £3,000 on his niece A. B. for life with reversionary interests to her husband and children, both interests being contingent on there being children living at her decease, and provided that if she should die without leaving any child or children her surviving "the said sum of £3,000 shall become part of my residuary estate and be disposed of as after mentioned." A similar legacy was settled on his niece C. D., the trusts being declared by reference. The residue was bequeathed to A. B., C. D., and certain other nieces and nephews who should survive the testator's widow, and in the events that happened went in four equal shares. The will contained a declaration that the shares of A. B. and C. D. should be held "subject to the same trusts, powers, and restrictions in all respects as are hereinbefore provided with respect to the two several legacies of £2,000 to them hereinbefore given." C. D. having died a spinster the question arose whether her £2,000 and fourth share of residue went to the other three legatees or were undisposed of. The conflicting authorities of *Humble v. Shore* (12 W. R. 149 n., 7 H. 247, 1 H. & M. 546), *Lightfoot v. Burdett* (12 W. R. 148, 1 H. & M. 546), *Crawshaw v. Crawshaw* (29 W. R. 68, 14 Ch. D. 817), *Re Rhoades* (33 W. R. 608, 29 Ch. D. 142), *Re Ballance* (37 W. R. 600, 42 Ch. D. 62), and *Re Owen* (36 SOLICITORS' JOURNAL, 539) were cited.

CHITTY, J., said he thought *Humble v. Shore* was deficient in accuracy. It was meant to be very exact. He was, however, bound by it to the extent that Jessel, M.R., was bound in *Crawshaw v. Crawshaw*. In the present case the subsequent trusts were declared by reference to the standard trusts, viz., those of A. B.'s £2,000. All the trusts were imported, including the direction as to falling into residue. C. D.'s share had, therefore, in the events that had happened, to "become part of my residuary estate, and be disposed of as after mentioned." His lordship must read "after" as "herein." There was a good deal of authority on clauses of this sort, and his lordship was told he was bound by *Humble v. Shore*. He proposed, however, to leave that case where Jessel, M.R., in *Crawshaw v. Crawshaw* and Kay, L.J. (then Kay, J.), in *Re Ballance* left it. Jessel, M.R., did not apply it in the case before him. Quite apart from *Humble v. Shore*, if a testator said one-fourth of the residue was to go as the whole event, and the residue was itself given in equal fourth shares, the particular fourth share followed the same course, and the result was mathematically to increase the other shares by continued sub-divisions of one-fourth, one-sixteenth, one sixty-fourth, and so on. His lordship was not concerned to say which method he preferred. Whether the above

mathematical method was adopted or a direct gift implied to the other three legatees, as in *Crawshaw v. Crawshaw*, the result was the same. It had been contended that the words were mere surplusage. They might be superfluous as to the gifts of the £2,000, but it did not follow they were unmeaning when incorporated into the gift of the residue. His lordship did not see the propriety of cutting out or refusing to give effect to any words the testator had used, and he was not adding to the will or providing for an event which the testator had not foreseen.—COUNSELL, *Farrell, Q.C.*, and *Chubb; Byrne, Q.C.*, and *Baines; Latham, Q.C.*, and *Inghen; Levett, Q.C.*, and *Vernon Smith*. SOLICITORS, *R. Reese; Lovell, Son, & Pitfield; Simey & Simey*, for *H. B. Batten, Yeovil*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

**Re EASTERN AND AUSTRALIAN STEAMSHIP CO.—North, J., 18th February.**

COMPANY—REDUCTION OF CAPITAL—PAYMENT OF SHARES BY APPROPRIATION OF RESERVE FUND.

This was a petition for the confirmation by the court of a special resolution for the reduction of capital. The nominal capital of the company was £200,000 divided into 20,000 shares of £10 each, which it was proposed to reduce to £100,000 divided into 20,000 shares of £5 each, by cancelling capital which had been lost or was unrepresented by available assets to the extent of £5 per share upon each of 14,895 issued shares, and by reducing the nominal amount of all the shares to £5 each. The petition alleged that the proposed reduction did not involve the diminution of any liability in respect of unpaid capital. The articles of the company gave it power to reduce the capital. Article 78 provided that the directors should, out of the net earnings of the vessels of the company—after payment of current expenses &c. set apart in each year such sums as the company in general meeting might direct; and unless and until otherwise determined, such sums as they might deem expedient, to be accumulated as a reserve fund, to be invested as therein mentioned, and that subject thereto, dividends might be declared with the sanction of an ordinary general meeting. Article 79 gave the directors a discretionary power to apply in the purchase of additional vessels, or otherwise in extending the company's trade, all or any part of the reserve fund for the time being. Article 80 provided that no dividends should be payable except out of the profits arising from the business of the company, and that no dividends should carry interest against the company; and article 81 gave power to the company to deduct from dividends anything payable by a person who otherwise would be entitled to a dividend. In 1883 5,000 shares only had been issued which were fully paid up, and at that time the directors had set apart a reserve fund amounting to £50,000, which had, however, been nearly all applied in improving the company's fleet of steamers. On the 1st of May the directors sent round a circular in which it was proposed to issue the remaining 15,000 shares, firstly by dividing the reserve fund, outstood at £50,000, amongst the existing shareholders, and allotting to each one share of £10 fully paid up for every share held, which would absorb 5,000 shares; and secondly, by the issue of the remaining 10,000 shares at £10 each. This scheme was ratified by the company in two general meetings, and in pursuance thereof the reserve fund was carried over to the capital, account in the books of the company, and in respect thereof 5,000 shares were allotted to the existing shareholders *pro rata* credited as fully paid up. No shareholder declined to take these shares. 4,895 shares were also issued and allotted for cash at £10 each. It was contended for the company that the 5,000 shares had been fully paid for in cash by the appropriation of the reserve fund, which amounted to a payment to the shareholders by way of dividend, and a repayment of them for their new shares.

NORTH, J., said that the directors had acted with perfect fairness and good faith, but they had not observed the requirements of the law. Under article 78 dividends could only be declared subject to the setting aside of a reserve fund, and the directors, after setting aside such a fund, could not, without an alteration of the articles (which it was clearly not their intention to effect) undo those articles and divide as dividend what was accumulated under their express provisions as a reserve fund. The result was that, so far from dividing the reserve fund amongst the shareholders, supposing they had the power to do so, it was the very last thing the directors had intended to do, and they could not have done it had they wished, because, having already applied the fund in improving the company's fleet, they had rendered it absolutely impossible to divide it by way of dividend. His lordship could not proceed upon the petition as it stood, and therefore, being of opinion that the proposed reduction of capital did or might involve a diminution of liability on unpaid capital, directed the petition to stand over until creditors had been advertised for.—COUNSELL, *Cosens-Hardy, Q.C.*, and *J. K. Young*. SOLICITORS, *Druce & Atlee*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

**Re SNYDER DYNAMITE PROJECTILE CO. (LIM.)—Stirling, J., 24th February.**

PRACTICE—COSTS—COMPANY IN LIQUIDATION—CREDITOR—ACTION TO RECTIFY REGISTER COMMENCED BEFORE WINDING UP—PROCEEDINGS CONTINUED BY SUMMONS IN THE LIQUIDATION—PRIORITY—PARI PASSU—COSTS OF ACTION AND SUMMONS PROVED FOR IN THE LIQUIDATION.

An action was commenced by one Peck against the above-named company asking that the register of shareholders might be rectified by having his name removed from the list thereof. A similar action had been prosecuted by one Scott, and judgment in his action was given on the 19th of February, 1892. On the 26th of February Peck issued the writ in his action, and on the 25th of March the company passed resolutions for voluntarily winding up. The plaintiff did not continue his action, but

took out a summons in the liquidation asking for the rectification of the register. The summons now came on for hearing, and Mr. Peck's name was removed from the list of contributors. The applicant's counsel asked that his costs should be paid in full by the liquidator in priority to all other creditors. Objection being taken by the liquidator,

STIRLING, J., following *Re Thurso New Gas Co.* (38 W. R. 156, 42 Ch. D. 486), said that he must put the applicant in the same position as if he had prosecuted his action to the end, and that his costs, when taxed, must be added to his debt, and he must prove for them in the liquidation.—COUNSELL, *Butcher; C. E. E. Jenkins*. SOLICITORS, *Foss & Ledsam; Saunders, Hawksford, Bennett & Co.*

[Reported by W. S. GODDARD, Barrister-at-Law.]

**CHRISTIE v. TAUNTON, DELMARD, LANE, & CO.—Stirling, J., 25th February.**

COMPANY—WINDING UP—DEBENTURE—EQUITABLE ASSIGNMENT—CALLS PRIOR AND SUBSEQUENT TO WINDING UP—SET-OFF—COMPANIES ACT, 1862, s. 75.

This was an application in the above-mentioned action, and raised the question whether calls on certain shares in the defendant company could be set off against what was due on certain debentures. The company was incorporated under the Companies Acts in January, 1889, the share capital being £125,000, divided into shares of £10 each, some of which were preference and the other ordinary shares. The company raised money on debentures, and Mr. Richard Taunton became entitled to, and the registered holder of, a large number of debentures. On the 24th and 28th of January and the 5th of March, 1890, he deposited debentures of the nominal value of £5,250 with the Birmingham and Midland Bank by way of security for a debt, and executed a memorandum of deposit and a blank transfer, but no notice of the deposit or transfer was given to the company. Subsequently the company issued fresh debentures and agreed to exchange those previously issued to Taunton for debentures of the new issue of equal nominal amount, and the bank, to enable this exchange to be carried out, gave up the old debentures to Taunton, who, on the 3rd of September, 1890, deposited with the bank those which he had received in substitution. None of these debentures became payable at an earlier date than the 31st of December, 1890. No fresh memorandum or transfer had been executed by Taunton. In and prior to January, 1890, and thenceforth down to the commencement of the winding up, Taunton was the holder of 1,587 ordinary shares, on which, previously to October, 1890, £8 10s. only had been paid up. On the 25th of October, 1890, Taunton paid to the company £250 in advance of calls on those shares, and again on the 1st of November, 1890, he paid the company a sum of £800 also in advance of calls. On the 3rd of November a resolution was passed by the directors that a call of £1 per share be made on the ordinary shares, payable on the 20th of November at the Birmingham and Midland Bank, who were the company's bankers. On the 4th of November notice of this call was given to the bank, who were authorized to retain the proceeds in payment of an overdraft. On the 6th of November, 1890, the bank gave the company formal notice that the debentures had been deposited by Taunton by way of security, and the secretary of the company, without (as was stated) consulting the directors, entered notice of the deposit on the register of debentures and informed the bank that he had done so. On the 12th of November, 1890, the above action (being a debenture-holder's action) was brought. The company, on the 19th of November, 1890, passed, and on the 5th of December, 1890, confirmed, a special resolution that the company should be wound up voluntarily. In the action assets of the company had been realized sufficient to pay the debentures in full. In the winding up all that remained unpaid on Taunton's shares had been called up, but no part of such calls had been paid by him. The bank then made this application to the court to decide the question whether the calls could be set off against what was due on the debentures which had been equitably assigned to the bank.

STIRLING, J., said that if no winding up had intervened, and Taunton, or the bank in his name, had sued on the debentures, the question would be whether the company could set off the debt which accrued, due on November 3 (the date of the call), but did not become actually payable until November 20. Neither *Watson v. Mid-Wales Railway Co.* (15 W. R. 1107, L. R. 2 C. P. 593) nor *Wilson v. Gabriel* (11 W. R. 803, 4 B. & S. 243), which had been cited in the argument, covered that point so far as actual decision went, for in the former no debt had accrued due to the defendants at the date of notice, and in the latter the debt at the date of notice appeared to have been both due and payable. His lordship thought, on the principle laid down by Blackburn, J., in *Wilson v. Gabriel*, the set-off ought to be admitted. If it were inquired whether a court of equity would, in an action at law brought before the Judicature Acts, have interfered by way of injunction to prevent the company from setting up the legal right of set-off, he thought the answer must have been in the negative. The bank did not take a transfer capable of being registered, and it did not perfect its equitable title until after the debt had accrued, and after the bank had notice that it had accrued. Again, if recourse were had to the analogy of the rule laid down in *Gerrys v. Claggett* (7 T. R. 359), he thought that if the set-off were not admitted the company would have been placed in a less favourable situation as against the bank than was its position as regarded Taunton. His lordship thought, therefore, in any action by the bank on the debentures, the company must have been allowed to set off the amount due in respect of the calls made on November 3, 1890. It followed that a similar set-off must be allowed upon a proof against the company in the winding up: *Murray Steel and Iron Co. v. Naylor* (31 W. R. 80, 32 W. R. 989, 9 Q. B. D. 648, 9 App. Cas. 434). With regard to the calls made in the winding-up, the claim to set off in respect of them was based on the 75th section of the Companies Act, 1862,

which provided that "the liability of any person to contribute to the assets of a company under this Act in the event of the same being wound up shall be deemed to create a debt accruing due from such person at the time when his liability commenced, but payable at the time, or respective times, when calls are made, as hereinafter mentioned for enforcing such liability." It was said that, as the event of the company being wound up had occurred, the call in question must be taken to be a debt which accrued due before notice or assignment, though it did not become payable until a later date, and consequently must be set off in the same way as the call made on November 3, 1890. His lordship thought, however, that until the winding up commenced there existed in respect of this call merely a liability on the part of Taunton, and consequently that this portion of the case was governed by the decision in *Watson v. Mid-Wales Railway Co.* He did not think that that conclusion conflicted with the case of *Re China and Labuan Coal Co., Mackenzie's case* (17 W. R. 343, L. R. 7 Eq. 240), for there the assignment did not take place until after the commencement of the winding up, and consequently, in his lordship's view, after the liability had ripened into a debt. He understood Lord Romilly in that case to have intimated that, if the assignment with which he had to deal had taken place before the winding up, his decision would have been different. The set-off could not therefore be admitted as regarded the call made in the winding up.—COUNSEL, *Beale, Q.C., and Baker; Buckley, Q.C., and Kirby.* SOLICITORS, *Beale & Co., London and Birmingham; Field, Roscoe, & Co., for Smith, Pinnent, & Co., Birmingham.*

[Reported by W. A. G. Woods, Barrister-at-Law.]

#### CATTON v. BANKS—Kekewich, J., 28th February.

PRACTICE—COSTS—PARTITION ACTION—INCUMBERED SHARES—DISCRETION OF COURT—PARTITION ACT, 1863, s. 10.

This was the further consideration of a partition action. The property had been originally settled by the marriage settlement, dated in 1834, of Richard Catton and Elizabeth his wife. By the settlement certain freehold lands were conveyed to trustees upon trusts for the husband and wife during their respective lives, and, after the death of the survivor of them, for their children, upon attaining twenty-one years or marrying, in equal shares. The wife survived her husband, and died in 1873. There were three children of the marriage—namely, Richard T. G. Catton, Eleanor Catton, and the plaintiff, Elizabeth G. R. Catton, all of whom attained twenty-one. Richard T. G. Catton died in 1863, having by his will given all his property to the defendant Eliza Baxter. Eleanor Catton married James G. H. Webb, and died intestate in 1876. Her husband died in 1888, having devised all his property to trustees upon trust for his three children, who were infant defendants. The chief clerk certified that the plaintiff was absolutely entitled to one-third of the property; that Eliza Baxter's share was or had been subject to two mortgages, dated in 1875 and 1877 respectively, though she denied that these incumbrances were now subsisting; and that the remaining one-third share was vested in the defendant, the trustee of the will of James G. H. Webb, subject to a mortgage executed by his wife Eleanor and himself in 1875. The property had been sold and the money was in court. The action now came on upon further consideration, and the question arose whether, in taxing the costs, the owners of the two incumbered third shares and their incumbrancers should be allowed one set of costs only, or whether the taxing master should allow to the parties representing each of those two third shares any additional costs incurred by reason of such shares having been assigned, charged, or incumbered. In the former case three sets of costs would be payable out of the fund in court, in the latter case there would be six.

KEKEWICH, J., held that there must be three sets of costs only. He said it was not a light thing to contravene the deliberate decision of a brother judge, especially when that decision was two years old and concerned a point of practice of which it might be difficult to obtain the consideration of the Court of Appeal. After careful study of the case of *Belcher v. Williams* (39 W. R. 286, 45 Ch. D. 510), he did not adopt North, J.'s judgment therein. He had deemed it right again to consider that judgment, and also to inquire of the officers of the court to what extent it had been departed from or followed. Neither the registrars nor the taxing masters, who had been consulted, had found a case where North, J.'s judgment had been followed. The point was raised before Chitty, J., in *Cleverton v. Cleverton* in January, 1891. No decision was pronounced, but the judge expressed a doubt whether that of North, J., was correct. *Riddell v. Evans* came before himself shortly afterwards, and an order, following *Cleverton v. Cleverton*, was made, but no judgment was pronounced. There was no record of approval or disapproval by Stirling, J. It was settled practice to allow the costs of what was vulgarly called a partition action out of the entire proceeds of sale, and so long as the costs incurred in respect of each share were roughly of the same amount, the rule worked fairly to all concerned, the broad view being that all the costs properly incurred in order to realization and division were incurred on behalf of all the proprietors. If any one proprietor had incumbered his share, and the incumbrancer, who was, of course, a necessary party, appeared separately, he was entitled to his costs out of either the entirety or the particular share affected by his charge, and the question was which ought to bear those costs. If the share was sufficient to pay principal, interest, and costs the question was immaterial to the mortgagee, but became material to the mortgagor. And that was how it arose in this particular case. The property was divisible into three shares, one being unincumbered, one having a single incumbrance on it, and the other two incumbered. If the incumbrancers' costs were to be paid out of the entire fund there would be six sets of costs, but on the other footing there would be three. According to *Belcher v. Williams* the first result would prevail, but he was asked to adopt the second. His lordship expressed his

entire concurrence with North, J., that this was a matter of discretion, and also in thinking that the point was not settled by the recognised rule in administration actions, that only one set of costs should be given in respect of each share. It would be a mistake to treat the proceedings as more than analogous, and it was unsafe to press an analogy to the extreme limit. Partnership actions were also of an administrative character, and it was now settled that in an ordinary case the costs of all parties were paid out of the entire estate. But the question as to the costs of an incumbered share was not likely to arise. North, J., concluded that the shares ought to be taken to be as they were ascertained at the time when the chief clerk's certificate was made, finding who were the persons interested in the property. With this his lordship was unable to agree. The chief clerk's certificate was not necessarily the proper guide. A mortgage merely created a new interest in the share comprised in it, and did not create a new share. A man advancing money on the security of an undivided share of real estate must be taken to be aware that the entirety was liable to be sold at the suit of one or more of his co-proprietors, and that, therefore, the mortgaged share might be compelled to bear its proportion of the costs occasioned by a sale of the whole. But what justice was there in allowing him to insist that his co-proprietors should be burdened with extra costs only because the share in which he was interested had been mortgaged? On principle, therefore, and by analogy to the practice in administration actions, so far as the analogy was applicable, his lordship was of opinion that as a general rule, and without pretending to limit judicial discretion, only one set of costs should be allowed out of the entire proceeds of sale in respect of each share of the property which those proceeds represented. There was no authority except *Belcher v. Williams* to prevent the adoption of that rule, and, notwithstanding North, J.'s judgment, which he had studied with deep attention and respect, he thought it ought to be adopted. His lordship added that the practice followed in administration actions of giving the mortgagee, and, if more than one, the first mortgagee, the full benefit of the one set of costs allowed in respect of a mortgaged share had been pursued in *Cleverton v. Cleverton* and *Riddell v. Evans*, and would be pursued in this case.—COUNSEL, *Jugpen; Leeks; E. S. Ford; Gately; Methold; Keary.* SOLICITORS, *Chamberlayne & Short, for Hyde & Hobbs, Portsmouth; H. Hope Shakespear; C. E. Bird; Hamlin, Grammer, & Hamlin, for Dewling, Urry, & Hamer, Bolton; E. Huelin; Wedlake, Letts, & Wedlake.*

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

#### High Court—Queen's Bench Division.

##### ROBINSON v. CALDWELL AND ANOTHER—27th February.

PRACTICE—NOTICE OF TRIAL—DELIVERING NOTICE OF TRIAL WITHOUT REPLY BEFORE EXPIRATION OF TIME ALLOWED FOR REPLY—PLAINTIFF'S RIGHT TO DO SO—R.S.C., XXVII., 13; XXXVI., 11.

Plaintiff's appeal from an order of Kennedy, J., at chambers, affirming an order of Master Manley Smith, who had ordered that the notice of trial of the action and the entry in pursuance thereof should be struck out. The statement of claim, which was indorsed on the writ, claimed the sum of £20,000 for 20,000 fully paid up shares of £1 each in the Jacinto Estate (Limited) alleged to have been received by the defendants for and on behalf of the plaintiff. The statement of defence was delivered on the 10th of January, and on the 16th of January the plaintiff, without delivering any reply or joinder of issue, gave notice of trial, and the action was entered for trial accordingly. The defendants then took out a summons at chambers to "strike out the notice of trial and the entry in pursuance thereof as irregular, on the ground that no reply had been delivered, nor had the pleadings been closed when the notice of trial was given." The master struck out the notice of trial, on the ground alleged, and the learned judge upheld the master's order. The plaintiff now appealed. Ord. 27, r. 13, provides: "If the plaintiff does not deliver a reply, or any party does not deliver any subsequent pleading, within the period allowed for that purpose, the pleadings shall be deemed to be closed at the expiration of that period, and all the material statements of fact in the pleading last delivered shall be deemed to have been denied and put in issue." Ord. 36, r. 11, provides: "Notice of trial may be given in any cause or matter by the plaintiff or other party in the position of the plaintiff. Such notice may be given with the reply (if any), whether it closes the pleadings or not, or at any time after the issues of fact are ready for trial." The contention now for the plaintiff was that it was optional with him to deliver a reply, that if he delivered a reply immediately after the delivery of the defence then he could give notice of trial, that, therefore, it was a wholly unnecessary expense delivering a reply which would be a mere joinder of issue, so that he could give a notice of trial within the twenty-one days allowed for delivering a reply although no reply had actually been delivered, and that under rule 15 of order 36, notice of trial might be given. For the defendants it was contended that the plaintiff could not give a notice of trial until the pleadings were closed, that the pleadings could not be closed until the plaintiff had delivered his reply, or if no reply were delivered, until the expiration of the twenty-one days allowed for the reply, and that consequently the plaintiff—as he had delivered no reply—could not give notice of trial until the expiration of twenty-one days from the delivery of the defence.

LORD COLERIDGE, C.J.—I think on the whole the master and judge were right. Here there is a proper statement of claim, and a proper statement of defence, and then a notice of trial. Now it is said that this notice of trial is not authorised; if authorised, it must be by one of the rules. The rules applicable are rule 11 of order 36 and rule 13 of order 27. The rule which Mr. Bullen for the plaintiff relies on is rule 11 of order 36. Now that rule

says "such notice" (that is, notice of trial) "may be given with the reply (if any)." In this case there is no reply, so that that part of the rule does not apply, and the rule proceeds, "or at any time after the issues of fact are ready for trial." Are the issues of fact ready for trial without a joinder of issue having been given? It does not seem to me that they are so. Now, applying this reasoning, and looking at ord. 27, r. 13, the rule says, "If the plaintiff does not deliver a reply within the period allowed for that purpose"—which is this case—"the pleadings shall be deemed to be closed at the expiration of that period," that is, at the end of the twenty-one days, "and all the material statements of fact in the pleading last delivered shall be deemed to have been denied and put in issue." Therefore, unless the plaintiff takes the very simple course of joining issue, which he may do at once after defence, and deliver his notice of trial, he is driven to rule 13 of order 27, and he may have recourse to that, when he must wait until the expiration of the time allowed for delivering his reply, and then he may give notice of trial. I think, therefore, that both the master and judge were right, and that this appeal must be dismissed, with costs.

HAWKINS, J., concurred. Appeal dismissed.—COUNSEL, *Bullen*; T. T. PAINE. SOLICITORS, *W. H. Hudson*; G. M. Folkard.

[Reported by Sir SHERRINGTON BAKER, Bart., Barrister-at-Law.]

### Bankruptcy Cases.

*Ex parte ASHMEAD, Re NANCE*—C. A. No. 1, 24th February.

BANKRUPTCY—PETITION—JUDGMENT RECOVERED BY COST BOOK MINING COMPANY IN NAME OF SECRETARY—BANKRUPTCY PETITION PRESENTED BY SECRETARY—STANNARIES ACT, 1869 (32 & 33 VICT. c. 19), ss. 2, 13.

This was an appeal by Ashmead, the secretary of the Great Fortune and West Carsize Mines, from the refusal of the registrar to make a receiving order against the debtor, on the ground that the bankruptcy petition was wrong in form. The companies of which the appellant was secretary were cost book mining companies, within the Stannaries, to which the respondent was indebted in respect of certain unpaid calls on shares. Section 13 of the Stannaries Act, 1869, provides that "the amount for the time being unpaid of any call made after the passing of this Act on any share in a company, shall be deemed to be a debt due from the holder of such share to the company, and if, at the time appointed by the company for the payment of any such call, any shareholder shall fail to pay the amount thereof, it shall be lawful for the company to sue such shareholder for the amount of such call in any court of law having competent jurisdiction in the name of the purser for the time being of the company, whether such purser is a shareholder in the company or not, as the nominal plaintiff for the company and to recover the amount of such call together with interest for the same and costs of suit." By section 2, if there is no purser, the term "purser" shall mean the secretary. In the present case the appellant brought an action in the Mayor's Court, as secretary for and on behalf of all the shareholders in the companies, against the respondent in respect of unpaid calls, and recovered judgment for £135. The appellant subsequently presented a bankruptcy petition, which stated that the respondent was justly and truly indebted to him as "secretary for and on behalf of all the shareholders" of the Great Fortune and West Carsize Mines in the sum of £135. The registrar refused to make a receiving order on this petition, on the ground that the petitioning creditor was only a trustee, and that the *cestui que trust* ought to have been joined.

THE COURT (LORD ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) dismissed the appeal.

LORD ESHER, M.R., said that the alleged debtor was a partner in a mine within the Stannaries. The company made a call on his shares which he did not pay. At common law the company could not have sued him, because he was a partner, and one partner could not sue another. This gave rise to difficulties, and the Stannaries Act was passed, which gave these companies power to sue shareholders for unpaid calls. That right was a statutory right, and depended solely on section 13 of the Act, by which it was established and limited. By that section the amount unpaid on any call was in future to be deemed to be debt due, not to the purser or secretary, but to the company, and if the debt was not paid, the company was enabled to sue for it. The company were to sue in the name of the purser as the nominal plaintiff, and the company were to recover the amount sued for. Therefore, as the judgment was to be in favour of the company, it was the company, and not the purser, who was the judgment creditor; and it was the judgment creditor who should present a bankruptcy petition. In the present case the secretary, acting as purser, had petitioned, and he described himself as having recovered judgment for and on behalf of the shareholders; but that was not correct, the shareholders of the company had, in truth, recovered judgment in the secretary's name. The secretary could not so frame the petition as to make himself a petitioning creditor, and he could not make the necessary affidavit. The registrar was, therefore, right in dismissing the petition.

LINDLEY, L.J., concurred, and said that the object of the Stannaries Act, 1869, was to get rid of the difficulty which cost book mining companies had in recovering unpaid calls on shares. Formerly there was no method by which calls could be enforced, except by a suit in Chancery for an order for the sale of shares if the calls were not paid, or by the practice known as "putting a creditor upon him," which meant finding another member of the company who was a creditor of the defaulting shareholder and getting him to sue him. The Act of 1869 enabled the company to sue in the name of the purser or secretary, but the Act did not authorize the use of the name of the purser or of the secretary for the purpose of instituting bankruptcy proceedings.

BOWEN, L.J., concurred. Appeal dismissed.—COUNSEL, *E. Cooper Willis*, Q.C.; F. Cooper Willis. SOLICITORS, *Stacpoole, Batters, & Stacpoole*; *Rumney*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

*Ex parte TAYLOR, Re POTTS*—C. A. No. 1, 24th February.

BANKRUPTCY—JUDGMENT CREDITORS—APPOINTMENT OF RECEIVER OF EQUITABLE INTEREST—SECURED CREDITORS—BANKRUPTCY ACT, 1883, ss. 9, 45, 168—PRACTICE—ORDER APPOINTING RECEIVER OBTAINED *EX PARTE*.

This was an appeal from the judgment of Vaughan Williams, J. (*ante*, p. 254), dismissing the appellants' claim to rank as secured creditors. In July, 1891, the appellants, Messrs. Taylor & Sons, recovered judgment for £316 15s. against the debtor, Charles Potts. Execution was issued under this judgment against the goods of the debtor, but nothing was recovered. In January, 1892, the mother of the debtor died and he became entitled under her will to a share of her residuary estate. The will of the testatrix was proved on the 31st of March, 1892, and on the same day the appellants obtained an *ex parte* order appointing a receiver in respect of the share to which the debtor was entitled under his mother's will. The order further provided that the receiver should have liberty, out of the moneys to be received by him, to pay on the 30th of July then next, and at such further and other times as might be ordered by the master, the balance appearing in the accounts in or towards satisfaction of what should for the time being be due in respect of the judgment for £316 15s. The estate of the debtor's mother consisted of land and other property, and the trustees had, in pursuance of the trusts of the will for sale and conversion, got in the estate, and were in a position to distribute to the beneficiaries and persons claiming through them. On the 16th of May, 1892, a receiving order was made against the debtor on his own petition, upon which he was adjudicated bankrupt, but no payment had been made by the executors either to the receiver or to the trustee in bankruptcy. The present appellants then applied to the court for a declaration that they were secured creditors of the debtor in respect of the share of the residuary estate to which the debtor was entitled under his mother's will by virtue of the order appointing a receiver by way of equitable execution of the said share. Vaughan Williams, J., dismissed this application, and from that decision the appellants appealed.

THE COURT (LORD ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) dismissed the appeal.

LORD ESHER, M.R., said that Messrs. Taylor & Sons, the appellants, had obtained *ex parte* an order appointing a receiver, and under that order if the executors of the will paid the share of the debtor to the receiver, then it was to be paid by him to the appellants. There was nothing in the order saying that the executors were to pay the money to the receiver, the order did not bind them, and it would have been unjust if it had, because they were not present at the hearing of the summons on which the order was made. Then a receiving order was made against the debtor, and his bankruptcy followed, and the official receiver became the trustee in bankruptcy. The question arose between the trustee in bankruptcy and the appellants as to whether the debtor's share in his mother's residuary estate passed to the trustee or to the appellants. It was a question of bankruptcy law, and the governing section was section 9 of the Bankruptcy Act, 1883, which provided that on the making of a receiving order the official receiver was to be the receiver of all the debtor's property, and no creditor should have any remedy against the debtor except as directed by the Act. But by sub-section 2 of section 9 it was provided that section 9 should not affect the power of a secured creditor to realize his security in the same way as if the section had not been passed. By section 68 a secured creditor was defined as meaning a person who held a mortgage, charge, or lien on the property of the debtor as security for his debt. In this case the appellants had not a mortgage or a common law lien. Had they an equitable lien or an equitable charge? A charge was a well-known thing. A debt due to a debtor could be charged in the hands of the man who had to pay it. Did the order appointing the receiver amount to a charge? If it charged the money in the hands of the executor and was an order on him to pay it to the receiver, it might be an equitable charge. In this case, however, the order which had been obtained was not, and did not pretend to be, binding on the executors, and therefore it did not amount to a charge as defined by section 168, and the appellants were not secured creditors.

LINDLEY, L.J., said that the order appointing a receiver, followed by notice to the executors of the will, did not create an equitable charge in favour of the appellants on the share of the residuary estate due under the will to the debtor. There was no order on the executors compelling them to pay the money to the receiver. The judge in chambers, when making the order appointing the receiver, never intended to create a charge. It was, moreover, most irregular to obtain such an order *ex parte*.

BOWEN, L.J., agreed. It was an attempt to obtain a charge in a way which was never intended. As a matter of practice it was most improper that an order for a receiver should be obtained *ex parte*, but it was a good order as between the creditors and the debtor. It did not, however, create a charge on the property, it was only a step in the proceedings, a mere direction to the receiver to receive the money. To create a charge it would have been necessary to make the person in whose hands the money was a party to the proceedings. He could not conceive a judge in chambers creating a charge on property in the hands of a third person without giving that third person an opportunity of appearing. Appeal dismissed.—COUNSEL, *Herbert Read*, Q.C., and *Micklem*; *Muir Mackenzie*. SOLICITORS, *Layton, Sons, & Lendon*; *Solicitor to the Board of Trade*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

## LAW SOCIETIES.

## LAW LIFE ASSURANCE SOCIETY.

The sixty-ninth annual meeting of the proprietors of the above society was held at the office in Fleet-street, on Wednesday, the 1st instant, Mr. J. S. Beale in the chair.

The following report of the directors to the proprietors for the year ending 31st December, 1892, was presented:—

The directors have pleasure in submitting their sixty-ninth annual report, showing the result of the operations of the society for the year ending 31st December, 1892.

The number of policies effected during the year was 504, assuring the sum of £611,822, and of this amount re-assurances to the extent of £54,475 were effected with other offices, leaving £557,347 as the society's net business.

The new premiums during the year (excluding single premiums) amounted to £17,464, and of this sum £1,337 was paid for re-assurances.

In addition the society received during the year new single premiums amounting to £5,973, and of this sum £882 was paid for re-assurances.

The following statement shows the improvement in the society's net new business during the last five years:—

YEAR	NUMBER OF POLICIES ISSUED	NET SUMS ASSURED	NET NEW PREMIUMS	
			SINGLE	ANNUAL
		£	£	£
1888	210	254,935	1,363	6,855
1889	300	353,562	3,772	10,315
1890	392	535,610	4,770	13,035
1891	447	537,425	7,184	14,765
1892	504	557,347	5,091	16,127

The total net premium income for the year 1892 was £226,420.

The following figures show the progress of the total net premium income during the last five years:—

1888	1889	1890	1891	1892
£215,062	£216,032	£219,609	£224,084	£226,420

[In the account for 1892 the reductions of premium by surrender of bonus are for the first time, included in the premium income, and for purpose of comparison the figures for the preceding four years have been adjusted.]

The average rate of interest yielded by the society's funds during the year was £4 2s. 1d. per cent.

The expenses of management (including commission) represent £11 13s. 11d. per cent. of the total net premium income.

The net claims during the year amounted to £360,477 (including £120,677 bonuses) in respect of 192 policies upon 132 lives. These figures include 3 endowment assurances for £1,229 which matured during the year. The bonuses on participating policies which became claims during the year (the bonuses attaching to which had not either wholly or in part been previously surrendered) averaged 64 per cent. of the original sums assured.

The net amount of claims in 1892 was about £35,000 less than the expected amount according to the Hm. Table of Mortality on which the society's valuations are based.

The average age at death of the lives assured under policies which became claims during the year 1892 was about 71 years, and the average duration of such policies was about 33 years.

The directors propose to pay to the proprietors in April next a dividend, including interim bonus, of 10s. per share (being at the rate of 5 per cent. per annum) for the second half of the year 1892.

The directors have to record with great regret the resignation of their colleague, Mr. Henry Ray Freshfield, who has rendered valuable services to the proprietors since his appointment as a director in February, 1873.

The CHAIRMAN, in moving the adoption of the report, said: Gentlemen, there is a requirement in our constitution that when a director has to be elected it is competent to the meeting to appoint scrutineers to examine his qualification. I presume that we may consider that that formality is not necessary on this occasion. I have now to propose: "That Mr. Edward Horsman Bailey, of 5, Berners-street, be elected a director of the society in the room of Mr. Henry Ray Freshfield, resigned." Mr. Bailey, apart from his personal qualifications, represents a firm, that of Messrs. Baileys, Shaw, & Gillett, which has always given the most thorough and loyal support to the society. I have, therefore, much pleasure in proposing: "That Mr. Edward Horsman Bailey be elected a director in the room of Mr. Freshfield, resigned."

Mr. BIRCHAM: I have great pleasure in seconding the nomination. It is useless to add anything to what the chairman has already said. I entirely indorse all that has fallen from his lips; and I am sure Mr. Bailey's accession to the board will be of infinite service to the society.

The motion was unanimously adopted.

The CHAIRMAN: I have now to move the adoption of the report and accounts for the current year. I should like first of all to refer to the

paragraph which comes last in the report, with reference to the retirement of Mr. H. R. Freshfield. Although we have now filled his place without referring to his retirement, I do not think that you would, any of you, like to pass it over in silence. It has not been usual in the reports of the society to refer to the changes on the direction due to death or resignation; but the directors thought that they could not possibly pass over Mr. Freshfield's resignation without a special reference to it. I know that every member on the board regrets very much indeed that Mr. Freshfield should have found it necessary, on account of his advancing or advanced years, to retire. He says himself, in a letter which I have from him, that he does so with regret; and I am sure that regret is very strongly felt by the board and by the shareholders. His powerful mind and strong sense, always exercised on the side of caution and prudence, were very valuable indeed to the interests of the society for the long period of twenty years during which he was a director. I should like also to refer to the loss we have sustained by the death of Lord Stratheden and Campbell, who was one of our trustees for a long time. We have the help of his brother and successor in the title as the senior director of the society. Coming to the business part of the report, we say that we have pleasure in submitting it. That is not merely a formal statement, because it must give pleasure to every member of the board of directors to be able to submit such a statement of accounts, and a report shewing so thoroughly the healthy and satisfactory condition of the society. If you measure our business, either by the number of new policies or by the net amount assured, or by the net new annual premiums, you will find in all these a satisfactory increase. And it is not an exceptional increase due to this year, but an increase upon a series of increases. It is the largest amount of new business that we have done since 1845. Now we have just passed the third year of our quinquennium, and if you take the trouble to compare the new business during the first three years of this quinquennium with the business done during the first three years of the last quinquennium, without going into close percentages, you will see that the new business has more than doubled by every test. The number of policies issued in the last three years was 1,343 as compared with 615 for the first three years of the last quinquennium, the net sums assured during the last three years was £1,630,000 as against £739,000 during the corresponding period of the last quinquennium, and the net new premiums come to over £80,000 against £24,000. This shews very clearly that we are on the right lines in the conduct of the business, and that the alterations we have made have benefited the society. The main alteration which we have made has been in the attempt to cultivate more closely the co-operation of our professional brethren throughout the country through the medium of agencies, and a large proportion of our new business comes from that source. It was explained at the last meeting that we had then recently appointed three inspectors of agents for some of the busiest districts, one for Lancashire with headquarters in Liverpool, another working the north of England from Leeds, and a third the Midland district from Birmingham. The additional experience we have now had shows that these gentlemen have served us exceedingly well and done good to the society. We now intend to make an alteration by dividing the Lancashire district, so as to get another inspector for Manchester and East Lancashire, and not depend in working Lancashire upon our Liverpool representative exclusively. The next item of the report is the rate of interest on investments, which is practically the same as last year—£4 2s. 1d. per cent. instead of £4 2s. In considering this you must remember the normal rate of interest on investments is steadily decreasing, and, therefore, to remain stationary means really to have somewhat improved our position—i.e., not to have gone down with the falling market. With regard to the expenses of management, the percentage upon the net premium income for the year was only £11 13s. 11d., which differs but slightly from the ratio of the preceding year. Then as to claims. We have not had so favourable a year as has frequently been experienced in the past, but it has been a more favourable year than 1891. The amount paid in claims during 1892 is stated to have been about £35,000 less than the expected amount according to the Table of Mortality on which the society's valuations are based. As a matter of fact the influenza and the high mortality of 1891 extended during the first six months of 1892, but with the summer of 1892 things improved in a very marked manner, and we had a much smaller proportion of claims for the latter half of 1892. I hope the healthier period may continue. I should like to call attention to two new schemes which the directors have introduced with a view to increasing the business and making our system as popular as it can be made. One is to issue policies at a reduced annual payment, leaving 20 per cent. of the premiums as a charge upon the policy and upon the bonus. That has, I believe, been adopted by other offices besides ours, and I think it promises to be a popular arrangement. But we have adopted another scheme, which I believe is unique in England, and that is a system of policies under which the premium ceases to be payable while the insured is incapacitated from business by ill-health or accident, so that life assurance ceases to be a tax when the professional man cannot follow his ordinary vocation or earn his ordinary income. That has been started for six months and promises very well. I do not think you will care for me to trouble you much with the accounts, though it would be right I should just call attention to two points in which the form of the accounts has been altered and a difference appears now for the first time. In the "First Schedule," the "Revenue Account of the Assurance Fund," there is an item "Reductions of Premium by Surrender of Bonus." That new item is one which has not appeared before. The old custom was, when a premium was reduced by surrender of bonus, to take it off the premium income and show the net result. The objection to that is this, that you may have an exceptional number of surrenders and reductions of premium in one year, and, therefore, while your business may be really progressing it may appear to be going back. It is a much more satisfactory way to show it as it is here on the other side of the

account so as to show the real business that you are doing on the credit side. Then we have another item. In the balance-sheet the third item of assets is "Credit Debts on Policies." That is new, and arises from the working out of the scheme of leaving the 20 per cent. of premiums upon the policy as a charge on future bonuses. I hope to see that item growing year by year as we increase the business. Unless any gentleman desires if I do not want to occupy time with a discussion of the accounts. We show a small reduction of the total assets, which is inevitable for the next year or two, but it does not of course indicate any weakness in our undertaking, because the liabilities are reduced in the same or even in a greater proportion. I have now to move: "That the report and accounts be received and adopted."

The adoption of the report having been seconded by Mr. JOHN CLERK, Q.C., the resolution was carried unanimously.

The meeting concluded with a vote of thanks to the chairman.

#### INCORPORATED LAW SOCIETY.

##### ELECTION OF AN AUDITOR.

A special general meeting of the Incorporated Law Society, convened for the purpose of filling the vacancy caused by the death of the late Mr. Thomas Gemmell, one of the society's auditors, was held on Friday, the 24th ult., at the Society's Hall, Chancery-lane: the President (Mr. RICHARD PENNINGTON) taking the chair.

The President said the proceedings would be very brief. The object of the meeting was to elect an auditor in the place of a gentleman who had died during his tenure of office. Only one candidate had been proposed, and, therefore, he (the President) took it for granted he would be elected, but as a matter of form he must be proposed and seconded, and he would ask some gentleman to propose him.

Mr. GRINHAM KEEN said he had very great pleasure in proposing the election of Mr. Walter Peppercorn, of Oxford. He (Mr. Keen) was sure they all regretted very deeply the death of Mr. Gemmell.

Mr. RICHARD MILLS seconded the motion, which was carried unanimously, and the proceedings terminated.

#### SOLICITORS' MANAGING CLERKS' ASSOCIATION.

A meeting to further the objects of this association, and to which all managing clerks were invited, was held on Monday evening in the Examination Hall of the Incorporated Law Society, Chancery-lane, the chair being taken by Mr. EDWARD CAIRNS, president of the association.

Mr. O. A. ROBINSON (secretary) read the first report of the council, which referred to the meeting of solicitors' managing clerks hastily summoned in August to take into consideration a rumoured interference with their rights of audience before judges, chief clerks, and masters, and which, although but a few days' notice of the meeting was given, was attended by no less than 350 London solicitors' managing clerks, and thereupon it was resolved that the association should be formed, and a council of thirty were elected by ballot. The council had carefully considered the subject of the qualification for membership. They had recognized the fact that in many instances an injustice would be created if managing clerks who were admitted men were excluded from the association, and they had been guided by the spirit of the meeting, that the association was to be composed of solicitors' clerks, and had concluded that this would include those who were solicitors because they were managing clerks, but not those who were managing clerks because they were solicitors. The council had thought it wise, in order to safeguard the interests of the members, to provide that not more than six members of the council should be admitted men. The membership of the association was not confined to London, but extended to the provinces, which led the council to hope that the advantages to be derived from the association would be taken advantage of there. The membership now numbered 101. The council took this opportunity of expressing their emphatic opinion—based not only on their own individual experience, but also on the expressions of goodwill which they had, without exception, received from both branches of the profession, and also from the officials—that the formation of the association would supply what had been a long-felt want, and that it would have before it an honourable and useful career, but the limit of its usefulness could not now be gauged.

The CHAIRMAN said the report had been adopted by the council, but he had one or two remarks to make with reference to it. First of all, he must refer to the inaugural banquet in January, at which a great many legal luminaries were present, including eminent officials from the various branches and departments. A great compliment had been paid to the association when it was taken into consideration that sixty eminent guests had been invited and that not one of them had declined the invitation. He had the fullest confidence in the success of the association. He had taken a very hearty interest in it, and he believed the indications which were to be observed daily pointed to the fact that its limits were indefinable. They did not know to what the association would attain. It had met with such success and commendation from both branches of the profession, and especially from the official departments in the law courts, that there was no telling how big the association would become. Not only had it met with approval in London, but in the provinces also, and the council were receiving applications for membership from the country which might strike one at first as something unexpected, because it had been said, "What are our provincial friends to get from joining the association?" He might reply that of course they all came to London in time—that was what they were looking forward to. But apart from that, why should not the association have, as benefit societies had, provincial lodges in the large centres, such as Liverpool, Manchester, and so on; and in the south-

west and east of England? These lodges would be in touch with the central association, and the association might receive suggestions from them from time to time. He believed there was a large future before the association, and more particularly as they had been cautious in launching it. They wanted to see men join the association who had not yet come in—those who were sitting with one leg on each side of the stile. The association was established, it was becoming known, and those gentlemen before long would come in. The council asserted that it would be an honour to any managing clerk in London or the country to be a member of the association, and they believed that membership would be a certificate of competency before long. This was a most vital point. He had alluded to it at the banquet at the Courts Restaurant, and he did believe that a time would come when this would be the case. The council believed that in the future the membership of the association would stand as a guarantee with the officials of the courts as to the competency of the managing clerk, and that hereafter when the association was able to institute practical examinations, as the council believed they would be, then certificates would be granted by the association, or under the auspices of the Incorporated Law Society, which would indicate that the holders were men capable of appearing before the judges, taxing masters, and others as solicitors' managing clerks. He believed the association would get on to that before long. It was said by some that the members of the profession did not like the association. He asserted that the contrary was the case. On every hand—and he claimed to have as large an acquaintance with solicitors' managing clerks and solicitors as most of those present—it had met with warm approval. Apart from the fact that the association desired to raise the position of managing clerks so that they should become recognized men and better men in respect to their ability to conduct proceedings in chambers and so on than they had been; it desired that those who were maturing, who were assisting the managing clerks, and were not yet eligible for membership, should themselves qualify and become managing clerks and members of the association, and by that means get their certificates of recognition in the law courts. Some of the members of the association were getting on a little in years; they could say without ostentation that they had made their position in the profession, that they were recognized and known, and their desire was to benefit the younger men, and he hoped they would see the importance of attaching themselves to the association when they were qualified. Another important point was the social aspect of the association. They had been, many of them, for years past on a sort of nodding acquaintance with hundreds of managing clerks. They knew each other by their firms, but rarely knew each other by name. That acquaintance ought to be developed, and they ought to have a closer knowledge of each other. He thought that knowledge might be ripened into intimacy, that many of them would like to know each other apart from meeting in chambers and in court. In the council meetings, in addition to the actual business of the association, the members had discussed matters apart from legal business, and they had found that they could discuss various topics and gather information from one another which was very helpful to them and broadened their outlook and their notions of things generally. It was most important that they should enhance and develop these social aspects. The association could have meetings for the discussion of matters outside "shop." The council had been agreeably surprised at the number of applications for membership which had been received. The association now numbered 101 members—71 outside and 30 councilmen. He looked forward to the time when the association would practically get in the whole of the managing clerks of London. The association was not in the slightest degree antagonistic to solicitors. The principals of the members understood that, and as soon as a contrary impression which prevailed could be got rid of, the membership would be largely increased. A question had been raised in the council as to whether the association should be registered under section 26 of the Act of 1867, but at present, in consideration of the expense of such registration, this would not be effected, especially as the expenses of printing, advertising, and so on had been considerable.

Mr. MASON urged that the greatest care should be exercised in regard to the election of members of the association. The association should be carefully confined to solicitors' managing clerks—that was to say, clerks who undertook contentious work which a solicitor would ordinarily do. A costs clerk, for instance, should not be admitted.

The CHAIRMAN said the matter had received very careful consideration. The question of the admittance of a costs clerk was being considered. Though the council reserved to themselves the right to determine who are and who are not solicitors' managing clerks, they intended to act with strict fairness. They had no desire to make a large membership of those who did not fall properly within the scope of the association.

Mr. BAGLEY suggested that a conveyancing managing clerk would be eligible.

The CHAIRMAN said the matter must very largely be left in the hands of the council. They certainly would not think of excluding a conveyancing managing clerk, because he might have to appear very frequently at chambers on vendor and purchaser matters. Then a costs clerk might have to come up to tax bills, and he might contend that he was within the limits as he was conducting contentious business. He did not think the council had overlooked any points, but the secretary would take note of the objections.

Mr. DENNY asked if the association would include cashiers.

The CHAIRMAN said that, speaking personally, he should say they might accept a cashier who had the management of the cash department, but he was only one of thirty, and he could hear others sitting near him expressing a contrary opinion.

Mr. HORRELL asked why so very few common law men were represented.

He was greatly disappointed at the August meeting at seeing so very few common law men present, and the case was the same this evening.

The CHAIRMAN thought Mr. Horrell was mistaken, as there were many common law clerks present. It appeared they had got over the feeling that the association was promoted chiefly by chancery men. There were from 10 to 20 common law men upon the council. Of pure chancery men there were only 10 on the council.

Mr. ROTHALL said there was a feeling amongst some that their principals looked upon the association with a certain amount of doubt. He believed that the principals approved of the association, but the feeling probably kept some managing clerks from attending the meeting.

The CHAIRMAN, Mr. BEDFORD, and others bore testimony to the pleasure with which the suggestion had been received by their respective principals.

Mr. BRIGGS said that his principal, Mr. W. Melmoth Walters, had told him the association ought to go forward. Mr. Walters knew what the feeling of solicitors was towards managing clerks. But the Law Society had also among its members a number of young solicitors who were perhaps somewhat jealous of the managing clerks. He (Mr. Briggs) did not think that any solicitor who looked at the matter properly would object to the association.

The CHAIRMAN read the report of Mr. Pennington's (the president of the Incorporated Law Society) speech at the banquet, which was in the highest degree favourable to the association.

Mr. WILLIAMS suggested that if possible the authorities should be approached with a view to getting the examination of the association accepted in lieu of the Law Society's preliminary examination.

The CHAIRMAN thought this going a little too far ahead at present. He thought it better that that particular topic should not be ventilated at present.

Mr. WRIGHT said he had been asked what benefit clerks would derive from joining the association. If the rules were looked at it would be seen that if the objects there set forth were obtained managing clerks must be benefited. He had known the time when a number of posts in the chief clerks' chambers were open solely to managing clerks. Was it beyond hope that by the voice of the Managing Clerks' Association that position might not be reverted to? That was one benefit the members ought to anticipate the possibility of attaining. Then there was that of being recognized as a duly qualified man. But he thought there was another benefit which they could all enjoy, and that was provided by the various meetings which would be held, at which social questions affecting managing clerks might be discussed.

Mr. ANDREWS remarked that when the association was first started the largest firms actually retarded its progress. He asked why the offices of the law courts should not be open to solicitors' clerks, managing or otherwise? He was not speaking from a selfish point of view, because most of those on the council were beyond the age at which they could become eligible for appointment.

The CHAIRMAN wondered what the result of a canvass would be, if it were possible, amongst the taxing masters, chief clerks, registrars and common law masters as to who were the best men to play second fiddle to them. The complaints one received daily as to the men who were pitchforked into appointments owing to the Treasury rules were quite sorrowful.

A vote of thanks to the chairman having been moved by Mr. DENNY, seconded by Mr. MASON, and carried with acclamation.

The CHAIRMAN, in returning thanks, said the association ought to have been established twenty years ago.

#### CARDIFF AND DISTRICT INCORPORATED LAW SOCIETY.

The annual meeting of this society was held on the 24th of January last. The President (Mr. HARRY COUINS), in the course of his address, said:—The Incorporated Law Society and the Associated Provincial Law Societies have passed resolutions in favour of order 14, not only being extended in principle, but applied to the county courts. Surely that should be pressed for by all practitioners. How useful it would make the county courts, by sweeping away a mass of undefended litigation, which practically takes up the time of the registrars and of the judges, and prevents both defended and undefended cases being quickly disposed of. I am told certain county court judges fear it would work harshly on the poorer defendants, and especially on those at a distance from the place where the court is held or the application heard. But that is really mere detail. Defendants have to come a long way to attend the county court on the day of trial, and are often kept the whole day in consequence of the quantity of cases in the list. At present, in an action for debt, or liquidated money demand, the plaintiff may issue an ordinary summons, or, upon filing an affidavit, a default summons, in cases where more than £5 is claimed, or less, where the action is for the price, value, or hire of goods, which, or some part of which, are sold, or let on hire, to be used or dealt with in the way of defendant's trade or calling. An ordinary summons is returnable at a certain day. In a home district it should (in order to insure service) be so issued as to be in the hands of the bailiff twelve days, and in a foreign district fifteen days, before the return day. Take an illustration—the county court at Cardiff was held this month on the 11th. To have been in time for that, the summons ought to have issued on the 29th of December, 1892; but, however good the claim, if issued on the 30th of December, it is almost certain no trial could have been had until the court in February, a period of about six weeks, and even then, unless there the judgment were "forthwith," the defendant would have secured fourteen days more in which to pay, making about eight weeks. In a default summons, unless the defendant, within eight days after service inclusive of the day of service, gives notice of defence, the plaintiff can obtain judgment by default, but if notice given, then no trial can be had until after six clear days' notice of trial given by the

registrar. If a default summons had been issued and served on the 29th of December, 1892, and notice of trial given on the 6th of January, the plaintiff could not have got to trial on the 11th, but would have had to wait until the February court. Now, I would abolish the default summons, and let the plaintiff issue an ordinary summons in every case (except under the Bills of Exchange Act, which procedure I would retain). The defendant should enter an appearance by sending, within eight days after service, a notice, which could be torn off the foot of the summons, as is done now in the case of a default summons. The registrar should then give notice to the plaintiff of the appearance, and if the case were one to which order 14 could be applied, and the plaintiff did not within four days after appearance apply for judgment under that order, the registrar should send notice of trial to each party. Within the four days, the plaintiff should have power to apply for summary judgment, by filing an affidavit verifying the cause of action, accompanied by a copy for the defendant. The registrar should then be obliged to seal and forward the copy affidavit to the defendant, with a notice of the time when and place where the application would be heard, and a copy notice could be given to plaintiff as his receipt. The notice should contain, in plain terms, a copy of all rules and directions bearing upon the point. Cause might be shown by affidavit. Leave to defend should be unconditional, if given. The fees on the entry of every plaintiff should be much reduced, and in order to deter a plaintiff from recklessly making an application, there should be a deposit of £1 when the affidavit is filed, and the registrar should have power to deal with the costs of the application, and use the deposit, so far as it would go, in paying the costs of a defendant who successfully resisted the application, ordering payment also of full costs in case the deposit proved insufficient. Power should be given to the registrar to order payment by instalments in fit cases. This procedure would be simple, could be worked out by forms and rules, and would be effective in disposing of a large number of cases which now fill up the court lists, and render recovery of claims, in which there is no dispute, more rapid and less costly than at present. Why should a litigant who has a claim for £20 or 30s. id., or even of unlimited amount, be enabled in the High Court to get judgment in at least fourteen days, the fees out of pocket being about £1 17s. 6d., when one whose claim is £19 19s. 11d. be obliged to wait six or perhaps eight weeks in a county court, the fees in that case being about £3 1s. Advantage could, of course, be taken of the contemplated extension of order 14 to all actions to recover land, and all actions where damages are a mere matter of calculation. Power should also be given to join claims for interest and unliquidated amounts in the same writ or summons with debts or liquidated demands.

With regard to projected legislation, I fear we shall have to face further attempts to increase officialism, and to increase also State-paid officials in the country. There were several attempts in the last Parliamentary session to create State officials in legal matters. Notably, the office of a public trustee. In bankruptcy and the winding up of companies officialism is an accomplished fact, and perhaps in bankruptcy there may not be quite so much cause to complain. But State interference in professional business ought to be opposed as far as possible. The office of a public trustee would be objectionable as an interference with the rights of the subject; and, if made compulsory, there would be more red-tapism than ever there has been in the Court of Chancery or Chancery Division, and there would be no limit as to what trusts did, and what trusts did not, come within the provisions of an Act for the appointment of a public trustee. Sir Albert Rollit actually brought in a Bill avowedly to establish the office of a public trustee and executor, in order, as was asserted, "to meet the difficulty which both public bodies and private individuals experience in finding suitable trustees," and, it was added, "the choice of an executor is frequently not less embarrassing." It would be a peculiar state of things if any man chose a public official to attend to his funeral arrangements, pay his debts and legacies, see to his devices, pass his accounts and attend to the distribution of his estate, and a host of minor insignificant matters. It would give rise to immense costs being incurred, and to fees being paid to the Treasury out of estates large and small, which now form part of the estates which are distributed. If any legislator desires to see how such an Act would work, let him try it by making any such a statute non-compulsory.

I cannot refrain from mentioning the Oaths Act, 1888. I do so because public attention seems only recently to be called to it. A person may now swear with uplifted hand; but if the section authorising that form to be adopted is literally complied with, it will cause loss of time, and certainly not be in favour with the judges. The section enacts that if a person desires to swear with uplifted hand "in the form and manner in which an oath is usually administered in Scotland, he shall be permitted to do so, and the oath shall be administered to him in such form and manner without further question." On looking into this, I found that the manner in which the oath is usually administered in Scotland is that it is given by the judge himself (and not by an authorised official), who delivers it standing, the witness also standing, holding up his right hand uncovered, and repeating the oath after the judge, as follows:—I, A. B., do swear by God Himself, as I shall answer to Him at the great day of judgment, that the evidence I shall give to the court and jury touching the matter in question shall be the truth, the whole truth, and nothing but the truth—so help me God." I do not think this is an improvement on the present form or manner, or that the statute makers contemplated the entire introduction of it, or that it will in such form and manner be generally adopted. Another slight matter occurs to me whilst upon the subject of oaths. Commissioners seem to generally adopt the long description, "A Commissioner to administer Oaths in the Supreme Court of Judicature in England." I have no doubt that four, instead of thirteen, words would be quite sufficient—viz., "A Commissioner for Oaths." The very form of the Chancellor's Commission justifies this opinion.

The following are extracts from the report of the committee:—

**Members.**—The members of your society in 1892 numbered 102, and there were nine subscribers to the library in that year. This shews on the whole an increase over the year 1891.

**Legal Procedure.**—The matters last year of greatest importance to the profession were the proposed alterations in legal procedure and the re-arrangement of circuits. It is not out of place to refer to the fact that in last year's report your committee called attention to both these matters, and they then stated that they had reported to the Incorporated Law Society of the United Kingdom on the subject of the re-arrangement of circuits, and that they were of opinion that the time had come when amendments in the practice under the Judicature Acts "could with advantage be made." Since that report was issued various meetings of the provincial law societies and the Incorporated Law Society of the United Kingdom on these subjects have taken place. Your president (Mr. Cousins) and other members of your committee attended these meetings and took part in the discussions then raised. Your secretary was present at the meeting at Norwich of the Incorporated Law Society of the United Kingdom, when an important resolution was passed relative to legal procedure. Both "Legal Procedure" and the "Circuit System," as well as suggestions for increasing numerically judicial power at assizes are still under the consideration of all the societies and of the judges, and your committee intend to continue to give those subjects their keenest attention, as they consider them of first importance to the profession generally.

#### CHESTER AND NORTH WALES INCORPORATED LAW SOCIETY.

The annual meeting of this society was held at the Town Hall, Chester, on the 24th ult., Mr. JOHN GAMON, president, in the chair.

The report of the committee and the hon. treasurer's accounts for the past year were received and adopted.

The following officers of the society were unanimously elected for the ensuing year:—Mr. John Davies, of Denbigh, president, Mr. H. T. Brown, of Chester, vice-president, Mr. F. E. Roberts, of Chester, hon. treasurer, and Mr. R. Farmer, of Chester, hon. secretary.

The following gentlemen are the committee for the year:—Messrs. S. Smith, A. E. Caldecutt, E. Gardner, J. Cullimore, J. Gamon, and G. H. Rogerson, all of Chester, Mr. J. Parry Jones, of Denbigh, J. Allington Hughes, of Wrexham, J. H. Cooke, of Winsford.

Messrs. F. W. Sharpe and C. P. Douglas, both of Chester, were re-elected hon. auditors.

The annual dinner was held at the Queen Hotel, Chester, after the meeting.

The following are extracts from the report of the committee:—

**Members.**—The society now numbers 97 members.

**The John Allington Hughes prize.**—Pursuant to his intention of providing an annual prize for articulated clerks, Mr. J. Allington Hughes has transferred to the society 10 "A" £5 per cent. preference shares of the Wrexham Waterworks Company, and a trust deed embodying a scheme for awarding the prize has been settled by the committee. The prize, which will consist of books, will be confined to articulated clerks—who pass the honours examination—of solicitors practising within so much of the society's district as does not lie within the district of any other provincial law society, and will be awarded by the president of the society as soon as may be after the result of the Michaelmas examination in each year is made known. *Ceteris paribus* a preference is to be given to clerks of members. Members whose articulated clerks pass in honours at any of the examinations in 1893 are requested to communicate the fact to your secretary.

**Public trustee.**—No Bill was introduced by the late Government in the last session of Parliament. It will be remembered that in July last a print of a letter, addressed by your president to all members of both Houses of Parliament within the society's district, was forwarded to each member of the society. Several favourable replies to this letter were received from members of both political parties.

**Coronership for East Denbighshire.**—On this office falling vacant by the death of Mr. B. Thelwall, your president, at the request of the committee, addressed a letter to the County Council of Denbighshire urging the necessity of a legal qualification for the office. It is satisfactory to note that a solicitor has been appointed.

#### LAW OF INHERITANCE AMENDMENT.

The following is the text of the Bill intitled an Act to amend the Law of Inheritance to Real Property which has been introduced by the Lord Chancellor:—

Be it enacted, &c.:

1. *Succession to real estate.* (1.) On the death of a person, the legal and beneficial interest in any real estate which is vested in him at his death or over which he has executed by any testamentary instrument a general power of appointment shall devolve on and become vested in and divisible among the same persons as if the real estate were personal property, and such devolution, vesting, and division shall be subject to the same rules of law as if the real estate had been a chattel real.

(2.) There shall be abolished the existing law with respect to descent, special occupancy, tenancy by curtesy, and dower, and any other rule of law or custom inconsistent with the foregoing provisions of this section.

Provided that where a husband or wife married before the passing of this Act would, but for this section, have been entitled to tenancy by the

curtesy, dower, free bench, or other estate or interest, he or she shall, at his or her option, be entitled to the same in lieu of the interest conferred on him or her by this section.

(3.) The rules of law respecting chattels real in regard to probate, letters of administration, and the powers, rights, duties, and liabilities of personal representatives shall, so far as may be, apply to real estate in like manner as they apply to chattels real.

(4.) In this section "real estate" means any estate or interest of inheritance or limited to the heir as special occupant in any tenements or hereditaments corporeal or incorporeal.

(5.) This section applies only in cases of death after the commencement of this Act.

(6.) This section shall not apply to any real estate of any person who is at the commencement of this Act entitled to that real estate either in possession or in remainder or reversion, and is at that date, and remains thenceforth until his death, incapable, by reason of infancy or of unsoundness of mind, of disposing of that real estate.

(7.) Nothing in this section shall alter or in any way affect the liability of real estate to any tax or duty under the law for the time being in force.

2. *Meaning of "heirs."* (1.) Nothing in this Act shall operate to alter the meaning or effect of the word "heir" or "heirs" used as a word of limitation in any Act of Parliament, deed, or instrument, passed or executed either before or after the commencement of this Act, or used as a word of purchase in any Act of Parliament, deed, or instrument passed or executed before the commencement of this Act.

(2.) The word "heir" or "heirs" used as a word of purchase in any Act of Parliament, deed, or instrument passed or executed after the commencement of this Act shall, unless a contrary intention appears, be construed to mean the person or persons, other than a creditor, who would be beneficially entitled to the personal estate of the ancestor if the ancestor had died intestate.

(3.) Subject as aforesaid, references to the heirs of any person in any Act of Parliament, deed, or instrument, passed or executed either before or after the commencement of this Act, shall be construed to refer to his personal representatives.

3. *Extent of Act.* This Act shall not extend to Scotland.

4. *Commencement of Act.* This Act shall come into operation on the first day of January one thousand eight hundred and ninety-four.

5. *Short Title.* This Act may be cited as the Law of Inheritance Amendment Act, 1893.

#### LAW OFFICERS OF THE CROWN (REMUNERATION AND STAFF).

The following is the minute relating to the remuneration of the law officers:—

Treasury Minute, dated the 20th of July, 1889, as amended by Minute, dated the 5th of December, 1892.

The Chancellor of the Exchequer calls attention to the Treasury Minute of the 12th of August, 1875, defining the terms of the future remuneration of the law officers of the Crown. He states that while it has not, in general, been found difficult to apply these terms in accordance with the views of successive law officers, he is of opinion that experience of the system has now rendered it possible to define with greater clearness certain points on which questions have from time to time arisen. He states that an arrangement has been made limiting the business in which a law officer may appear as counsel for a private client to cases in the House of Lords and before the Judicial Committee of the Privy Council. He, therefore, recommends, for the approval of the Board, the following amended resolutions in place of those contained in the Minute of the 20th of July, 1889:—

I. The law officers shall receive salaries to be annually voted by Parliament—viz., the Attorney-General £7,000 per annum, and the Solicitor-General £6,000 per annum, to cover all business of whatever sort done by them as law officers for any department of Government, except the business specially described below as contentious business. The salaries shall include all clerks' fees in business other than contentious business.

II. Contentious business, in respect of which fees shall be paid to the law officers, shall be such business only as relates to proceedings, civil or criminal, in which the Government is, or represents, the plaintiff, defendant, or prosecutor.

III. No complimentary brief shall be delivered to a law officer, nor shall any fee be paid, unless he is expected to appear and conduct the case. But this regulation shall not interfere with the right of the Attorney-General to require a brief to be sent to him in any case which he has desired to conduct personally.

IV. No fee shall be paid to any law officer on behalf of the Government or of any public department for business other than contentious business as above described, and any fees which may be paid to him by persons unconnected with the public service for business other than contentious done by him as law officer shall be accounted for by him to the Board of Treasury, and shall be paid in such manner as that Board shall direct.

V. For contentious business as above described the law officers shall receive fees according to the ordinary professional scale, meaning thereby the scale of fees which a Queen's counsel of like standing in the profession might reasonably expect from a private client. If a law officer is required to appear out of London as counsel for a Government department, he shall receive a special fee, not exceeding 100 guineas, in addition to the fee on his brief.

VI. The law officers shall not appear as counsel for a private client in

any case except in the House of Lords and before the Judicial Committee of the Privy Council, and upon retainers delivered before acceptance of office.

VII. Any question which may arise as to the application of any of the above resolutions shall be submitted to the Chancellor of the Exchequer, whose decision shall be final.

VIII. This Minute is to relate back to the date of the appointment of the present law officers.

My Lords approve, and hereby cancel the resolutions contained in their Minute of the 20th of July, 1889.

Let a copy of this Minute be sent to each of the present law officers, and to their successors, as they are from time to time appointed.

The Minute creating a permanent clerical staff for the law officers of the Crown, dated the 12th of January, 1893, sanctions (1) the provision at the Royal Courts of Justice of official accommodation for a staff of four clerks; (2) the appointment of a permanent clerk at a salary of £500 a year, and of another at £300 a year, and an annual allowance of £250 to the Attorney-General, and of £200 to the Solicitor-General, for personal clerks. As regards the two permanent clerks, it is necessary that they should possess Civil Service certificates. The duties to be performed by the clerical staff generally, and by each of them, shall be such as the law officers may from time to time determine, and shall include all clerical work of correspondence, record, précis, drafting, and copying connected with the law officers' department. The present Attorney-General will appoint the first two permanent clerks, and the Attorney-General for the time being will appoint to any vacancy which may happen in either of these clerkships during his tenure of office.

## LAW STUDENTS' JOURNAL.

### LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DERATING SOCIETY.—Feb. 23.—Mr. H. F. Pattinson in the chair.—Mr. W. M. Woodhouse opened the debate, and moved: "That the procedure of the Chancery Division of the High Court of Justice is better adapted for the administration of justice than that of the Queen's Bench Division." Mr. J. S. Wilkinson opposed. The following gentlemen also spoke:—Messrs. Frank Anderson, Armstrong, Nimmo, Watson, Kinnipple, C. Harcourt, and Smith. The motion was lost.

## LEGAL NEWS.

### OBITUARY.

Mr. FREDERICK WALLER, Q.C., died at his residence in London on the 22nd ult., after a long illness. He was called to the bar in 1848, and was made a Queen's Counsel in 1874. He had retired from practice.

The death is announced of Mr. WILLIAM HAZLITT, formerly senior registrar in bankruptcy. He held the office of registrar for upwards of thirty years until his retirement about two years since. Mr. Hazlitt had reached the age of eighty-three.

### APPOINTMENTS.

Mr. CHARLES PERCIVAL KEMP, solicitor, Lincoln, has been appointed a Commissioner for Oaths. Mr. Kemp was admitted in May, 1883, after passing his final examination with honorary distinction.

Mr. FRANCIS STYAN MOORE, solicitor, Birkenhead, has been appointed a Commissioner for Oaths. Mr. Moore was admitted in December, 1886.

Mr. FREDERICK CONRAD TAIT NAYLOR, solicitor, Swansea, has been appointed a Commissioner for Oaths. Mr. Naylor was admitted in August, 1880.

Mr. JAMES FINLAY OGILVIE, solicitor, North Shields, has been appointed a Commissioner for Oaths. Mr. Ogilvie was admitted in Easter, 1873.

Mr. JOSEPH HENRY PETERS, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Peters was admitted in November, 1886. He is commissioner for oaths in the Chancery Court of the County Palatine of Lancaster.

Mr. JOHN RICHARD FRENCH, solicitor, Middlesborough, has been appointed a Commissioner for Oaths. Mr. French was admitted in July, 1878.

Mr. DAVID JAMES GEDDES, solicitor, Liverpool, has been appointed a Commissioner for Oaths. Mr. Geddes was admitted in March, 1886.

Mr. BENJAMIN GOODFELLOW, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Goodfellow was admitted in November, 1886, after passing the final examination with honorary distinction.

Mr. EDWIN FOULERS JONES, solicitor, Llangollen, has been appointed a Commissioner for Oaths. Mr. Jones was admitted in January, 1886.

Mr. FREDERICK CLIFFORD HAMILTON JONES, solicitor, Colchester, has been appointed a Commissioner for Oaths. Mr. Jones was admitted in October, 1885.

Mr. DOUGLAS COSMO DELFOSE, solicitor, Kington, Herefordshire, has been appointed a Commissioner for Oaths. Mr. Delfosse was admitted in June, 1880.

Mr. ERNEST ISAAC DE BURIATTE, solicitor, 38, Holborn-viaduct, E.C., has been appointed a Commissioner for Oaths. Mr. De Buriatte was admitted in December, 1886.

Mr. ARTHUR FRANK DE FONBLANQUE, solicitor, Carlisle-street, Soho-square, W., has been appointed a Commissioner for Oaths. Mr. de Fonblanque was admitted in January, 1886.

Mr. JULIAN AUGUSTUS ELLIS, solicitor, 10, Cullum-street, Fenchurch-street, E.C., has been appointed a Commissioner for Oaths. Mr. Ellis was admitted in April, 1885.

Mr. WILLIAM HENRY FORSTER, solicitor, Leeds, has been appointed a Commissioner for Oaths. Mr. Forster was admitted in July, 1886.

Mr. FRANCIS BLAKE LASCELLES HERBERT BEAL, solicitor, 7, Queen-street, Cheapside, E.C., has been appointed a Commissioner for Oaths. Mr. Beal was admitted in July, 1880. He is clerk to the magistrates of the Highgate Division of Middlesex, and clerk to the magistrates of the City of St. Albans.

Mr. ARTHUR BENJAMIN BRYCESON, solicitor, Arundel-street, Strand, has been appointed a Commissioner for Oaths. Mr. Bryceson was admitted in August, 1886.

Mr. JOHN OLIVER CASH, B.A. Oxon, solicitor, Castle Cary, Somerset, has been appointed a Commissioner for Oaths. Mr. Cash was admitted in December, 1885.

Mr. EDGAR SMALES DINGLE, solicitor, Sunderland, has been appointed a Commissioner for Oaths. Mr. Dingle was admitted in January, 1885.

Mr. EDWARD HORSEMAN BAILLY, solicitor (of the firm of Messrs. Baileys, Shaw, & Gillett), Berners-street, W., has been elected a Director of the Law Life Assurance Society.

Mr. F. C. H. JONES, solicitor, Colchester, has been appointed a Commissioner for Oaths.

Mr. W. F. ROBINSON, Q.C., who has been acting as deputy during the illness of the late Vice-Chancellor Bristowe, has been appointed to succeed that gentleman as Vice-Chancellor of the County Palatine of Lancaster. Mr. Robinson was called to the bar in 1856, and was created a Queen's Counsel in 1875.

### CHANGES IN PARTNERSHIPS.

#### DISSOLUTIONS.

GEORGE FREDERICK BEAUMONT and ERNEST EDWARD SURRIDGE, solicitors (Beaumont & Surridge), Coggeshall. January 1. [*Gazette*, Feb. 24.]

ALEXANDER MOLESWORTH and WILLIAM ARTHUR CHEETHAM, solicitors (A. Molesworth & Cheetham), Rochdale. February 18. [*Gazette*, Feb. 28.]

### INFORMATION WANTED.

RICHARD RIX, deceased, late shipowner, of London, and Miss CAROLINE LOUISE DALL, deceased, his granddaughter.—The solicitor who has acted for either of these persons will oblige by communicating with W. Hubert Smith, solicitor, 10, Fenchurch-buildings, E.C.

### GENERAL.

The present Regius Professor of Civil Law at Oxford, the Right Hon. James Bryce, M.P., has announced his intention of resigning the professorship, to which he was appointed in the year 1870.

Sir Francis Jeune will preside at the sixty-first anniversary dinner of the United Law Clerks' Society, which will take place at the Cannon-street Hotel on Monday, June 12th.

A supplement to the *London Gazette*, published on Tuesday, contains an alphabetical list of accounts in the books of the Pay Office of the Supreme Court of Judicature that have not been dealt with since September 1st, 1877.

A meeting of the Society of Chairmen of Quarter Sessions was held this week at the Magistrates' Club, St. James's-street, when Viscount Cross, G.C.B., the president of the society, took the chair. The society considered various Parliamentary bills and other matters affecting the Courts of Quarter Sessions.

It is stated that during the past few weeks the response of the members and students of the Inns of Court to the Benchers' appeal for personal service in the Inns of Court Volunteer Corps has been so satisfactory that there is now no fear of the commanding officer being unable to satisfy the military authorities by April 1st and prevent the threatened reduction of establishment because of a small muster roll. Sufficient recruits have been already obtained to bring the total strength up to 300, and there is good promise of more joining the ranks.

On the 28th ult., in the House of Commons, Mr. Greene asked the Secretary of State for the Home Department whether Her Majesty's Government had taken or would in the present Session take steps to carry into effect all or some, and which, of the resolutions of the Council of Judges of the Supreme Court, submitted in July last to the Secretary of State with their report, that it would be expedient to make such amendments in the Judicature Acts, and otherwise, as might be necessary for giving effect to the resolutions aforesaid; and whether Her Majesty's Government would decline to adopt such of the resolutions as related to the abolition of civil assizes in any, and which, of the county towns of England and Wales where they have hitherto been holden. Mr. Asquith said—It is practically impossible, in

the face of the strong and general feeling which has been manifested against the proposal, to ask Parliament to adopt the scheme for the abolition of civil assizes in any of the county towns. That being so, it has become very difficult to determine how to proceed with the recommendation of the learned judges, which their Lordships expressly declared to be to a great extent founded upon the adoption of that scheme. The Lord Chancellor, however, has the matter under consideration, and expects to be soon in a position to propose legislation in respect of those parts of the judges' report for which the Government may be responsible. All those parts of the report which deal with practice and procedure, or with arrangements for judicial sittings, are within the power of the judges themselves, as a body, or through their Rule Committee. The Lord Chancellor is in communication with them on the subject, and hope shortly to bring some proposals before the Rule Committee.

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, March.....6	Mr. Rolt	Mr. Pemberton	Mr. Pugh
Tuesday.....7	Farmer	Ward	Beal
Wednesday.....8	Rolt	Pemberton	Pugh
Thursday.....9	Farmer	Ward	Beal
Friday.....10	Rolt	Pemberton	Pugh
Saturday.....11	Farmer	Ward	Beal

  

Date.	Mr. Justice STIRLING.	Mr. Justice KEEWICH.	Mr. Justice ROKER.
Monday, March.....6	Mr. Godfrey	Mr. Clowes	Mr. Lavis
Tuesday.....7	Leach	Jackson	Carrington
Wednesday.....8	Godfrey	Clowes	Lavis
Thursday.....9	Leach	Jackson	Carrington
Friday.....10	Godfrey	Clowes	Lavis
Saturday.....11	Leach	Jackson	Carrington

**WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.**—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c.—[ADVT.]

## WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 24.

JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

**CARDIFF FLOATING DOCKS AND SHIP REPAIRING CO., LIMITED.**—Creditors are required to send in particulars to H Godfrey, 9 and 10, Stuart Chambers, Mount Stuart sq., Cardiff, on or before March 31.

**CIVIL SERVICE BREWERY CO., LIMITED.**—Creditors are required, on or before March 21, to send their names and addresses, and the particulars of their debts or claims, to Arthur Goddard, St George's House, Eastcheap.

**HUTTON'S BREWERY, LIMITED.**—Petn for winding up, presented Feb 18, directed to be heard on March 11. Drake & Co, Bood lane, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 10.

**JOHN B HARTER & CO., LIMITED.**—Creditors are required, on or before March 28, to send in their names and addresses, and the particulars of their debts or claims, to Frederick Cooper, 12, Bowker's row, Bolton.

**J J HAWKES & CO., LIMITED.**—Creditors are required, on or before April 5, to send their names and addresses, and the particulars of their debts or claims, to Robert Thomson Hesolton, Market st, Bradford. Rhodes, Bradford, soler for liquidator.

**NATIONAL EXPLOSIVES CO., LIMITED.**—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to George H Perks, 16, Philpot lane.

**REPERTOIRE OPERA CO., LIMITED.**—Petn for winding up, presented Feb 23, directed to be heard on March 11. Hores & Pattinson, Lincoln's inn fields, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 8.

**SAILING SHIP "JOHN O'GAUNT" CO., LIMITED.**—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to J Merrett Wade, 5, Fenwick st, Liverpool.

**SOLICITORS' GOVERNMENTS' STOCK INVESTMENT TRUST, LIMITED.**—Petn for winding up, presented Feb 23, directed to be heard on Saturday, March 11. Stevenson & Coulwell, Gracechurch st, solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 10.

## STANNARIES OF DEVON.

LIMITED IN CHANCERY.

**BERTHA CONNOLLS, LIMITED.**—Petn for winding up, presented Feb 20, directed to be heard before the Vice-Warden, at the Law Institution, Chancery lane, London, on Monday, March 6, at 10. Marrack & Co, Truro, solers, agents for Flux & Co, East India avenue, solers for petner.

London Gazette.—TUESDAY, Feb. 23.

JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

**CHAMPION ROCK BORER AND AIR COMPRESSOR CO., LIMITED.**—Petn for winding up, presented Feb 23, directed to be heard on Saturday, March 11. Butcher, Wood st, Cheapside, soler for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 10.

**HYPERBOLIC PROSPERITY CO., LIMITED.**—Creditors are required, on or before April 13, to send their names and addresses, to Ernest Charles Price, 57, Moorgate st. Wednesday, April 19, at 12, is appointed for hearing and adjudicating upon the debts and claims.

**REFRACTORY ORES REDUCTION CO., LIMITED.**—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Andrew Wallace Barr, Copthall House, Copthall avenue.

**SANTA BEATRIZ MINING SYNDICATE, LIMITED.**—Creditors are required, on or before April

15, to send their names and addresses, and the particulars of their debts or claims, to William Parker Owen, 5, Queen st, Cheapside. Fletcher, Fenchurch st, soler for liquidator.

## STANNARIES OF DEVON.

LIMITED IN CHANCERY.

**BERTHA CONNOLLS, LIMITED.**—Petn for winding up, presented Feb 20, directed to be heard before the Vice-Warden at the Law Institution, Chancery lane, London, on Thursday, March 9, at 1. Marrack & Co, Truro, solers, agents for Flux & Co, East India avenue, solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Wednesday, March 8.

## CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 24.

**BROBEN, JAMES, ROM, Hereford, Saddler** March 26 Swaine and Adeney v Broben, Kewwich, J. Donnison & Edwards, Liverpool.

**ELDERTON, ALAN, Captain in 7th Bengal Infantry and Indian Staff Corps** April 21 Pead v Elderston, Chitty, J. Millett, Old Palace rd, Westminster.

**KESSEY, WILLIAM, Raydon, Suffolk, Farmer.** March 30. Kersay v Kersay, Kewwich, J. Grimwade, Hadleigh.

London Gazette.—TUESDAY, Feb. 23.

**WILKINSON CATHERINE, Knollys rd, Streatham** April 5 Usher v Vickers, Chitty, J. Bradley, Gracechurch st.

## UNDER 22 &amp; 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 10.

**BACON, ELIZABETH MARTHA, Spondon, oo Derby** Mar 30 Meakin, Spondon, nr Derby.

**BARNER, JOSEPH, Pembroke sq, Kensington, Esq** Mar 25 Hinde & Co, Manchester.

**BINSTEAD, JAMES, Rumboldswyke, Sussex, Builder** Mar 30 Sowton & Co, Chichester.

**BIRD, JOHN EDWARD, Cardiff, Office caretaker** Mar 31 Ingledew & Sons, Cardiff.

**BLAKE, ELIZABETH, Greenhays, Manchester** Mar 11 Jubb & Co, Halifax.

**BLOOMFIELD, RICHARD ZADOC, West End lane, Hampstead** Mar 30 Harris & Chetham, Finsbury circus.

**BRADY, MARY ANN, Kingston upon Hull** Feb 25 T & A Priestman, Hull.

**BRIGGS, THOMAS, Derby, Gent** Mar 25 J Gadsby & Co, Derby.

**BUECKHARDT, EDWARD CHRISTIAN, Watwick, Esq** May 12 Phillipsen, Leicester.

**CAVENDISH, FRANCIS WILLIAM HENRY, Eastbourne, Esq, J P** March 31 Brooks & Co, Goddard st, Doctors' Commons.

**CROW, MARY ANN, North Shields** March 13 Dickinson & Co, North Shields.

**COOK, MARY ANN, Dover** March 24 Lewis & Pain, Dover.

**CROSBY, SAMUEL JENKIN, Eastcheap, Produce Broker** March 13 F J & G J Braiken-bridge, Bartlett's bldgs.

**DUNNING, DOBOTHY, Yarm, Yorks** March 17 Archer & Parkin, Stockton on Tees.

**FULLER, MARIA, Rokefeld, nr Dorking, Surrey** March 13 Wadson & Malleson, Austin-friars.

**GRANERBOOK, MICHAEL HICKMAN, Southsea, Colonel of South Staffordshire Regiment** March 30 Powell & Burt, St Swithin's lane.

**GREEN, RICHARD, Latchford, nr Warrington, Cowkeeper** March 25 Davies & Co, Warrington.

**HASTINGS, HUGH WARREN, Southsea, Doctor of Medicine** April 10 Prior, Portsmouth.

**HODGSON, THOMAS, Windhill, Yorks, Oatbread Baker** Mar 7 Morgan & Morgan, Bradford.

**JACKMAN, ANNA MARGARETTA, Newport, I W** Mar 18 Buckell, Newport, I W.

**JACKSON, WILLIAM JOSEPH, Tutbury, Staffs, Gent** Mar 25 Tunall, Burton on Trent.

**JOHNSTON, ISABELLA, Newcastle upon Tyne** Mar 13 Bhagg, Newcastle upon Tyne.

**KIRKHAM, GEORGE, Boswick, Manchester, Cotton Mill Manager** Mar 25 Marriott & Co, Manchester.

**LACHMOR, SELINA, Down's rd, Clapton** Mar 31 Michell, Wellington, Somerset.

**LEE, ELIZABETH, Tunbridge Wells** Mar 8 Marshall & Potter, Colchester.

**LWIS, WILLIAM ROBERT, Batchworth, Rickmansworth, Herts** Mar 11 Rowell & Lomas, Rickmansworth.

**LOWMAN, JOSEPH ALBERT, Talbot rd, Baywater, Turf Commission Agent** Mar 30 Hines, Temple chambers.

**MARSDEN, MARGARET, Hesapey, Lancs, Innkeeper** Feb 25 Morris, Chorley.

**MASON, DAVID, Walsall** Mar 31 Evans, Walsall.

**MAYO, MARK, Grove rd, St John's Wood, Gent** Mar 11 Starling & Gillelt, Gray's inn sq.

**MELVILL, ROBERT WILLIAM, Victoria rd, Kensington, Esq** Mar 11 Warren, 64 Russell st.

**PARRY, MARGARET, Highfield st, Liverpool** Mar 18 Lamb & Taylor, Liverpool.

**PARSONS, HENRY, Southsea, Gent** Mar 10 Kent, Portsea.

**POPE, ALFRED, Southampton, Gent** Mar 25 Hickman & Son, Southampton.

**ROBERTS, CHARLES, Horbury, nr Wakefield, Railway Waggon Builder** March 25 Stewart & Co, Wakefield.

**ROBINSON, RICHARD BRUFFORD, Vicars Cross, nr Chester** March 11 Avison & Co, Liverpool.

**RYME, PHINEAS, Victoria, Hongkong, Merchant** March 31 Smith, Eastcheap bldgs.

**SALTER, WILLIAM DURRANT, North Tawton, Devon, Farmer** March 25 Prielman & Risdon, Okehampton.

**SAMSON, WILLIAM MURRAY, Green Hill Park, Willenden, Gent** March 31 Collyer-Bristow & Co, Bedford row.

**SEWARK, CHARLOTTE, Ash, Kent** March 11 J & J C Hayward, Dartford.

**SIMONITE, JOHN, Killamash, oo Derby, Farmer** March 15 Alderson & Co, Eokington.

**SMITH, ROBERT, Crewkerne, Somerset, Yeoman** March 11 J & W B Sparks & Blake, Crewkerne.

**THOMAS, ANNE, Abercragin, Llandegai, Carnarvonshire** March 1 Glynn-Jones & Jones, Bangor.

**THOMPSON, MARY HENY, Halifax** April 1 Wavell & Co, Halifax.

**TRITTON, GEORGE SINGLAIR, Sussex sq, Hyde park, Esq** March 30 Stevens, Queen Victoria st.

**TURNHAM, HOWARD, Old Sneinton, Nottingham, Malster** April 1 Watson & Co, Nottingham.

**WADE, MARY ANN, Castleford, Yorks** March 31 Phillips, Castleford.

**YEATS, EMILY, Folkstone** March 22 Watts & Watts, Folkstone.

## London Gazette.—TUESDAY, Feb. 14.

ABBOTT, HENRY DYETT, NEVER sq, Kensington, General in Madras Staff Corps March 25 Bowlings & Co, Essex st, Strand  
 ABBOTT, JOHN, Ratcliff on Sea, Notts, Farmer March 31 Walford, Nottingham  
 ANTHONY, JOSHUA, Pendro, Brecon, retired Lessee of Tolls March 13 Cobb & Co, Brecon  
 BARNES, JAMES, Macclesfield March 9 Swindells, Macclesfield  
 CARLBY, JOHN, Truro, Solicitor March 9 Smith & Co, Truro  
 CLOUDLEY, LESLIE, Stonebridge pk, Willesden, Commercial Traveller Feb 28 Jones, Finsbury Pavement  
 COMPTON, EDWARD THOMAS, Eastbourne, Esq March 21 Hopwood & Son, South sq, Gray's inn  
 COOKE, ALLEN, Bollington, nr Macclesfield, Stone Merchant March 25 Doyle, Manchester  
 CORAN, HANNAH, Coleford, Glos March 31 Langley-Smith, Gloucester  
 CORNWALL, EDWARD STOVILL, Hertford rd, Lower Edmonton, Gent Mar 30 Scott, Austin-friars  
 CROUCH, JOSEPH, Albert gate, Knightsbridge, Licensed Victualler April 9 Price & Sons, Walbrook  
 DOWNS, MARY, Plymouth Mar 10 Bond & Co, Plymouth  
 ELLIOTT, CHRISTOPHER, Bournemouth, Esq Mar 14 Aston, Gresham house, Old Broad st  
 EMMOTT, THOMAS, Oldham, Cotton Spinner Mar 13 Ponsoby & Cardie, Oldham  
 ESSEX, Rt Hon ARTHUR ALDERSON, Earl of, Cassiobury, Watford, Herts Mar 25 Flad-gates, Craig's court, Charing cross  
 GILBERT, WILLIAM, Hanbury, Worcs, Gent Mar 1 S & S J Tombs, Droitwich  
 GLASCOCK, MARY, Clifton, Glos Mar 14 Collins & Woods, Swansea  
 HAWORTH, FREDERICK, Cornwall gardens, South Kensington Mar 15 Hewlett & Co, Raymond bldgs, Gray's inn  
 HAYWARD, CHARLES, Kingston, Surrey, Retired Civil Service Clerk Mar 24 Hutton, Strand

HEWITT, WILLIAM, Weybridge, Surrey, Gent April 9 Simpson & Callington, Grace-church street  
 HOLLAND, WILLIAM, Higher Broughton, nr Manchester, Esq Mar 31 Cooper & Sons, Manchester  
 KING, ROBERT GEORGE, Brookhurst, nr Gosport, Master Tailor Portsmouth Division Royal Marine Light Infantry Mar 31 Prior, Portsmouth  
 MARNE, SARAH ANN, Harold rd, South Norwood Mar 24 Weall & Dunne, South sq, Gray's inn  
 MARSHALL, MARTHA CLARE, Washington, Lincs Mar 1 Burton & Co, Lincoln  
 MAYO, CHARLES THEODORE, St Leonard's on Sea, Clerk in Holy Orders Mar 15 Hurrell & Mayo, Queen Victoria st  
 MURPHY, ELIZABETH, West Ella Cottage, Willesden March 17 Beal, Finsbury pavement  
 NELSON, JOSEPH MOLYNEUX, Liverpool, Master Mariner March 31 T J Smith & Son, Liverpool  
 NIVEN, ISABELLA DOUGLAS, Clifton Villas, Maide Hill March 25 H & E H Small, Buckingham  
 PHILLIPS, JANE, Clifton, Bristol April 15 Harwood & Boutflower, Bristol  
 PITCAIRN, JAMES PELHAM, Eccles, Lancs, Clerk in Holy Orders March 25 Sale & Co, Manchester  
 PULLER, ELLEN CHARLOTTE, Reigate, Surrey March 25 Clabon, Great George st, Westminster  
 RICHARDS, SOLOMON, Bishop's Waltham, Hants, Ironmonger March 31 Gater, Bishop's Waltham  
 SMITH, GEORGE, Lockwood, nr Huddersfield, Gent Feb 25 Robinson & Co, Bradford  
 SMART, JAMES, Harborne, Staffs April 30 Parr & Hasell, Birmingham  
 SNEEDLES, DINAH, Birtow in Furness March 20 Pearson, Ulverston  
 THORNHILL, MARTHA MARY ANN, Bruton st, Berkeley sq March 9 Rooper & Whately, Lincoln's inn fields  
 TWEDDY, THOMAS, Crook Hill, nr Blaydon, co Durham, Gent April 23 Dixon, Gateshead

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Feb. 24.

## RECEIVING ORDERS.

ALLICK, JOHN, Middleborough, Fruiterer Middleborough Pet Feb 21 Ord Feb 21  
 ANDERSON, CHRISTOPHER, Lancaster, Draper Preston Pet Feb 23 Ord Feb 23  
 ANTIDALE, JOSEPH, Sheffield, Boot Dealer Sheffield Pet Feb 30 Ord Feb 30  
 BATESON, JOHN WILLIAM, TOM BATESON, and WILLIAM ROBERTS, Rochdale, Leather Merchants Oldham Pet Feb 21 Ord Feb 21  
 BEALL, B. C, Holloway rd, Tailor High Court Pet Jan 21 Ord Feb 20  
 BECKWORTH, THOMAS, Whitwick, Leics, Innkeeper Burton on Trent Pet Feb 21 Ord Feb 21  
 BENTLEY, JOHN, Bradford, Machine Broker Bradford Pet Feb 8 Ord Feb 30  
 BOSCHWORTH, WASS, Waverley, nr Liverpool, Bookseller Liverpool Pet Feb 22 Ord Feb 22  
 BRIBLEY, THOMAS, Wuerdle and Wardle, Lancs, Licensed Victualler Oldham Pet Feb 20 Ord Feb 20  
 CALVER, HENRY, Westleton, Suffolk, Boot Maker Great Yarmouth Pet Feb 17 Ord Feb 17  
 CHADWICK, HENRY, Padham, Lancs, Fish Dealer Burnley Pet Feb 30 Ord Feb 30  
 CHAMBERS, WILLIAM OLDMAN, Cannon st, Surveyor High Court Pet Jan 15 Ord Feb 20  
 CLIFFORD, SAMUEL, Bristol, Wood Turner Bristol Pet Feb 23 Ord Feb 23  
 COOK, JAMES, HATTON Bridge Works, Stratford, Coach Builder High Court Pet Jan 31 Ord Feb 21  
 COOPER, WILLIAM, Leicester, Tailor Leicester Pet Feb 30 Ord Feb 30  
 CROSBLEY, ALBERT EDWARD, Halifax, Hosiery Halifax Pet Feb 22 Ord Feb 22  
 DAVIES, WILLIAM HENRY, and DAVID DAVIES, Pontypridd, Glam, Grocers Pontypridd Pet Feb 20 Ord Feb 21  
 DAY, GEORGE, Bristol, Licensed Victualler Bristol Pet Feb 21 Ord Feb 21  
 DE ST CROIX, GAUTHIER, Cornhill, Clerk in an Insurance Office High Court Pet Jan 25 Ord Feb 21  
 DUBRANT, FREDERICK WILLIAM, Bradford, late Freight Agent Bradford Pet Feb 21 Ord Feb 21  
 FISHER, WILLIAM, Burton on Trent, Nurseryman Burton on Trent Pet Feb 22 Ord Feb 22  
 FITZ, ANNIE, Southsea, Widow Portsmouth Pet Feb 21 Ord Feb 21  
 GASCOIGNE, EDWARD, Lenton, Nottingham, Yeast Manufacturer Nottingham Pet Feb 30 Ord Feb 30  
 HALL, CHARLES ERNEST, Street, Somerset, Butcher Wells Pet Feb 18 Ord Feb 18  
 HALL, ROBERT, Cinderford, Glos, Publican Gloucester Pet Feb 30 Ord Feb 30  
 HARDING, GEORGE, Emspey, Worcs, Baker Worcester Pet Feb 30 Ord Feb 30  
 HARRIS, DAVID WILLIAM, Bromley, Kent, Butcher Croydon Pet Feb 7 Ord Feb 21  
 HAYES, THOMAS FORSTER, Norwich, Pawnbroker Norwich Pet Feb 18 Ord Feb 18  
 HENLEY, JOHN, Acotington, Draper Blackburn Pet Jan 26 Ord Feb 23  
 HUFF, ELDERD (sen), Gt Yarmouth, Dealer Gt Yarmouth Pet Feb 30 Ord Feb 30  
 JONES, JOHN, Yatalyfern, Glam, Butcher Neath Pet Feb 30 Ord Feb 30  
 LAWSON, RICHARD, Dreden, Longton, Staffs, Commercial Traveller Longton Pet Feb 30 Ord Feb 30  
 McALL, GILBERT, and HARRY THOMAS WIDDESON, Blake Dene, nr Parkside, Poole, Schoolmasters Poole Pet Feb 30 Ord Feb 30  
 MERRIDITH, SAMUEL, Lelwardine, Herefordshire, Grocer Leominster Pet Feb 30 Ord Feb 30  
 MONTAGU, NEWBORN BUSTOMERS, Harrington Mansions, South Kensington, Barrister at Law High Court Pet Jan 24 Ord Feb 23  
 OWEN, JOHN, Brynyswyn, Llanidan, Anglesey, Farm Servant Bangor Pet Feb 22 Ord Feb 23

PAISH, THOMAS, Colveston cres, Builder High Court Pet Jan 27 Ord Feb 22  
 PILEINGTON, FRANCIS, Hedhill st, Albany st, Iron Merchant High Court Pet Feb 22 Ord Feb 22  
 POITON, RICHARD, Shifnal, Salop, Builder's Foreman Madeley Pet Feb 22 Ord Feb 22  
 POPHAM, FRANCIS COMPTON ALEXANDER LEYBORN, Ashurst, Plumpton, Sussex, Proprietor of Plumpton Racecourse Lewes and Eastbourne Pet Jan 2 Ord Feb 21  
 PROCTOR, JOHN WATTAM, Rushden, Northamptonshire, Grocer Northampton Pet Feb 20 Ord Feb 20  
 RALPH, WILLIAM, Newcastle on Tyne, Furniture Dealer Newcastle on Tyne Pet Feb 21 Ord Feb 21  
 ROBINSON, PATRICK, Newport, Salop, Baker Stafford Pet Feb 21 Ord Feb 21  
 ROSE, EDWARD, Milnrow, nr Rochdale, Farmer Oldham Pet Feb 21 Ord Feb 21  
 SAYAGE, CHARLES, Winchester, Baker Winchester Pet Feb 21 Ord Feb 21  
 SEALEY, FREDERICK, Nottingham, Tailor Nottingham Pet Feb 22 Ord Feb 22  
 SHARPE, EDWARD, Pontypridd, Butcher Pontypridd Pet Feb 9 Ord Feb 30  
 SHAW, RICHARD, Featherstone, Yorks, Grocer Wakefield Pet Feb 21 Ord Feb 21  
 SIMMONS, WALTER, Sheffield, Milk Vendor Sheffield Pet Feb 22 Ord Feb 22  
 SMITH, HENRY, Fernhill Heath, Worcs, Builder Worcester Pet Feb 21 Ord Feb 21  
 TAYLOR, GEORGE, Worcester, Grocer Worcester Pet Feb 21 Ord Feb 21  
 TWINBERROW, JAMES KIMBERLEY, Wignons st, Chemist High Court Pet Feb 30 Ord Feb 30  
 URSWORTH, JAMES, Horwich, Lancs, Milkseller Bolton Pet Feb 21 Ord Feb 21  
 WATSON, HENRY COCKERELL, Gt Yarmouth, Sugar Boiler Gt Yarmouth Pet Feb 17 Ord Feb 17  
 WERN, ALFRED THOMAS, Hockley, Birmingham, Pattern Maker Birmingham Pet Feb 21 Ord Feb 21

The following amended notice is substituted for that published in the London Gazette of Feb. 3:—

COTTRELL, SAMUEL, Crakemare, nr Uttoxeter, Staffs, Farmer Burton on Trent Pet Jan 30 Ord Jan 30

## FIRST MEETINGS.

ADAMS, JAMES WARREN, Normacot, nr Longton, Staffs, Clerk Mar 6 at 3.30 Off Rec, Newcastle under Lyme  
 ALLEN, ROBERT, Dowlands, Glam, Watchmaker Mar 6 at 2 Off Rec, Merthyr Tydfil  
 BALFOUR, JAMES SPENCER, Whitehall court, MP, Director of Companies Mar 14 at 12 Bankruptcy bldgs, Carey street  
 BALFOUR, JAMES, Utrecht mansions, Harlem rd, West Kensington, late Director of Public Companies Mar 14 at 12.30 Bankruptcy bldgs, Carey st  
 BARKER, DAVID, Manchester, Maker up Mar 8 at 3 Ogden's chambers, Bridge st, Manchester  
 BENNETT, CHARLES HERBERT, Wribbenhall, nr Bowdley, Worcs, Farmer Mar 8 at 2.45 A S Thursday, solicitor, Kidderminster  
 BROWN, WILLIAM, Ormsby St Michael, Norfolk, Farmer Mar 4 at 11.30 Off Rec, 8, King st, Norwich  
 BUCK, ROBERT, Burnley, Taper Mar 9 at 2.30 Exchange Hotel, Nicholas st, Burnley  
 CALVER, HENRY, Westleton, Suffolk, Boot Maker Mar 4 at 12.30 Off Rec, 8, King st, Norwich  
 CHALLINOR, SAMUEL HENRY, Dreden, nr Longton, Staffs, Builder Mar 6 at 2.45 Off Rec, Newcastle under Lyme  
 CHALLIS, WILLIAM WALTER, Ashford, Kent, Mineral Water Manufacturer Mar 3 at 10 Off Rec, 75, Castle st, Canterbury  
 CHILD, WILLIAM, Leeds, Photographer Mar 6 at 11 Off Rec, 22, Park row, Leeds  
 COOPER, WILLIAM, Leicester, Tailor Mar 3 at 3 Off Rec, 34, Friar lane, Leicester

DAND, ALFRED EDWARD, Workington, Cumbria, Draper Mar 9 at 12 Off Rec, 67, Duke st, Whitehaven  
 DOBSON, GEORGE, Great Grimaby, Shipwright Mar 4 at 11 Off Rec, 15, Osborne st, Great Grimaby  
 EATON, ABRAHAM, Garston, Lancs, Provision Dealer Mar 8 at 3 Off Rec, 25, Victoria st, Liverpool  
 EDMONDSON, JOHN WILLIAM, Stainmore, Westward, Innkeeper Mar 4 at 11 130, Highgate, Kendal  
 FRANCIS, SAMUEL JOHN, Simms Cross, Widnes, Fishmonger Mar 7 at 3 Off Rec, 35, Victoria st, Liverpool  
 FRICKER, HERBERT THOMAS, Kingston on Thames, Timber Merchant Mar 3 at 11.30 34, Railway approach, London Bridge  
 GIBB, BENJAMIN, Roanly avenue, Camberwell Mar 3 at 11.30 Bankruptcy bldgs, Carey st  
 GRIFFITHS, THOMAS, Briton Ferry, Glam, Carpenter Mar 3 at 12 Off Rec, 31, Alexandra rd, Swansea  
 HALL, ROBERT, Cinderford, Glos, Publican Mar 4 at 3 Off Rec, 15, King st, Gloucester  
 HYDE, EDWARD, Kingston upon Hull, Builder Mar 4 at 11 Off Rec, Trinity house lane, Hull  
 JAMES, THOMAS, Port, Glam, Farmer Mar 3 at 3 Off Rec, Merthyr Tydfil  
 JARVIS, FREDERICK, Uffington, Berks, Innkeeper Mar 7 at 11.30 Off Rec, 34, High st, Swindon  
 KETTLER, MATTHEW HENRY, Leicester, Builder Mar 3 at 12.30 Off Rec, 34, Friar lane, Leicester  
 KNIGHT-BRACE, JAMES COMYN LEWIS, Leadenhall bldgs, Leadenhall st, General Merchant Mar 7 at 12 Bankruptcy bldgs, Carey st  
 LARABAGA, LUIS, Fenchurch st, Peruvian Trading Agent Mar 6 at 11 Bankruptcy bldgs, Carey st  
 LAUGHTON, GEORGE, Cambridge, Glass Dealer Mar 10 at 12 Off Rec, 5, Petty cury, Cambridge  
 LEONARDSON & Co, Aldermanbury Mar 6 at 12 Bankruptcy bldgs, Carey st  
 MARTINDALE, W, Montagu mews North, Montagu sq, Horse Dealer Mar 8 at 2.30 Bankruptcy bldgs, Carey st  
 MITTON, WELSBURY, Southerell, Greytokes, Cumbria, Farmer Mar 8 at 2.30 12, Lonsdale st, Carlisle  
 MONKS, JOHN, Durham, Hairdresser Mar 3 at 3.30 Three Tuns Hotel, Durham  
 NASH, ROBERT, Merthyr Tydfil, Wholesale Tea Dealer Mar 6 at 3 Off Rec, Merthyr Tydfil  
 OLLERENSHAW, SARAH ANN, Egnaston, Derbyshire, Farmer Mar 3 at 12 Off Rec, 81 James's chambers, Derby  
 ORME, JOHN, Bulwell, Nottingham, Collier Mar 4 at 12 Off Rec, St Peter's Church walk, Nottingham  
 RIDDILL, ROBERT N, Ostende, Belgium, Gent Mar 7 at 2.30 Bankruptcy bldgs, Carey st  
 ROBERTS, EMMERSON, Fortinaco, Carmarthenshire, Ship Builder Mar 3 at 2.15 Sportsman Hotel, Fortinaco  
 ROBINSON, PATRICK, Newport, Salop, Baker Mar 9 at 2 Off Rec, St Martin's pl, Stafford  
 SHAW, RICHARD, Featherstone, Yorks, Grocer Mar 3 at 11 Off Rec, Bond street, Wakefield  
 SIDDAWAY, THOMAS WILLIAM, Southport, late Ironfounder Mar 7 at 11 23, Colmors row, Birmingham  
 SIMPSON, WILLIAM JOSEPH, Dover, Sailmaker Mar 3 at 9.30 Off Rec, 73, Castle st, Canterbury  
 TAYLOR, G. D, Finsbury pavement, Public house Broker Mar 6 at 12 Bankruptcy bldgs, Carey st  
 TREVITHICK, WILLIAM HENRY, Morice Town, Devonport, Marble Mason Mar 8 at 11 10, Athenaeum terrace, Plymouth  
 WASHINGTON, JOHN, Ashbourne, Derbyshire, Carrier Mar 3 at 3 Off Rec, 81 James's chambers, Derby  
 WATSON, HENRY COCKERELL, Gt Yarmouth, Sugar Boiler Mar 4 at 1 Off Rec, 8, King st, Norwich  
 WERN, HENRY GIFFES, Edgobaston, Birmingham, Draper Mar 6 at 2.30 Bankruptcy bldgs, Carey st  
 WILKINS, JOHN, Walton on Thames, Licensed Victualler Mar 3 at 12.30 34, Railway approach, London Bridge  
 WILLIAMS, RICHARD, Fenchurch, Llanrhaywlyn, Carmarthenshire, Farmer Mar 6 at 3.30 Junction Hotel, Llanrhaywlyn

## ADJUDICATIONS.

ADLINGTON, ALBERT FRANK, Peacock st, Newington butts, Builder High Court Pet Jan 25 Ord Feb 20  
 ALLICK, JOHN, Middleborough, Fruiterer Middleborough Pet Feb 20 Ord Feb 21  
 ANDERSON, CHRISTOPHER, Lancaster, Draper Preston Pet Feb 22 Ord Feb 23  
 ARTHUR, JOSEPH, Sheffield, Boot Dealer Sheffield Pet Feb 20 Ord Feb 20  
 BATESON, JOHN WILLIAM, TOM BATHSON, and WILLIAM ROSSITER, Rochdale, Leather Merchants Oldham Pet Feb 21 Ord Feb 21  
 BORNWORTH, WASH, Waverley, nr Liverpool, Bookseller Liverpool Pet Feb 22 Ord Feb 22  
 BIRLEY, THOMAS, Wuerdell and Wardle, Lanes, Licensed Victualler Oldham Pet Feb 20 Ord Feb 20  
 CALVER, HENRY, Westleton, Suffolk, Bootmaker Gt Yarmouth Pet Feb 17 Ord Feb 17  
 CATT, JAMES RANDALL, Lower Walmer, Kent, Licensed Victualler Canterbury Pet Jan 25 Ord Feb 20  
 CHADWICK, HENRY, Padiham, Lanes, Fish Dealer Burnley Pet Feb 20 Ord Feb 20  
 CLARKE, JAMES HOPKINSON, Derby, Draper Derby Pet Dec 19 Ord Feb 22  
 COMPTON, CHARLES JAMES, Gt Marlborough st, Clerk at London Music Publishing Co High Court Pet Dec 9 Ord Feb 20  
 COOPER, WILLIAM, Leicester, Tailor Leicester Pet Feb 20 Ord Feb 20  
 CROSSLEY, ALBERT EDWARD, Halifax, Honier Halifax Pet Feb 22 Ord Feb 22  
 DAVIES, WILLIAM HENRY, and DAVID DAVIES, Pontypidd, Glam, Grocers Pontypidd Pet Feb 20 Ord Feb 21  
 DURANT, FREDERICK WILLIAM, Bradford, late Freight Agent Bradford Pet Feb 21 Ord Feb 21  
 FAGIOLI, ATTILIO, Eastbourne, late Restaurant Proprietor Eastbourne Pet Jan 31 Ord Feb 21  
 FISHER, WILLIAM, Burton on Trent, Nurseryman Burton on Trent Pet Feb 22 Ord Feb 22  
 FITT, ANNIE, Southsea, Widow Portsmouth Pet Feb 21 Ord Feb 21  
 FOSTER, THOMAS, Ramsbottom, Lanes, Coal Agent Bolton Pet Feb 10 Ord Feb 20  
 GASCONE, EDWARD, Lenton, Nottingham, Yeast Manufacturer Nottingham Pet Feb 20 Ord Feb 20  
 GIBB, BENJAMIN, Rosely avenue, Camberwell High Court Pet Jan 6 Ord Feb 20  
 GOLDSWORTHY, JOHN, Bristol, Box Manufacturer Bristol Pet Feb 8 Ord Feb 20  
 HALL, CHARLES ENNEST, Somerset, Butcher Wells Pet Feb 18 Ord Feb 18  
 HALL, ROBERT, Cinderford, Publican Gloucester Pet Feb 20 Ord Feb 20  
 HANSON, FREDERICK, Cable st, Clothier High Court Ord Jan 20 Pet Feb 20  
 HARDING, GEORGE, Kempsey, Worcs, Baker Worcester Pet Feb 20 Ord Feb 20  
 HASTLOW, WILLIAM, Castle Bromwich, Warwickshire, Farmer Birmingham Ord Jan 24 Pet Feb 23  
 HAYES, THOMAS FORSTER, Norwich, Pawnbroker Norwich Ord Feb 18 Pet Feb 20  
 HEATLEY, DAVID, and JOHN SHORROCK, Blackburn, Cotton Manufacturers Blackburn Ord Jan 9 Pet Feb 22  
 HOPKINS, HENRY LAWSON, Houndsditch, Stationer High Court Ord Jan 20 Pet Feb 20  
 HUNT, ELDER, the elder, Great Yarmouth, Norfolk, Dealer Great Yarmouth Pet Feb 20 Ord Feb 20  
 JONES, JOHN, Ystalyfera, Glam, Butcher Neath Pet Feb 20 Ord Feb 20  
 JUDDA, FREDERICK, Holborn viaduct, Wholesale Optician High Court Ord Jan 18 Pet Feb 20  
 LAWSON, RICHARD, Dresden, Longton, Staffs, Commercial Traveller Longton Pet Feb 20 Ord Feb 20  
 LEWIS, ROBERT ADAMS, Lewisham, Kent, China Dealer Greenwich Ord Dec 30 Pet Feb 18  
 OWEN, JOHN, Brynysyency, Llanidan, Anglesey, Farm Servant Bangor Pet Feb 23 Ord Feb 23  
 POWELL, PHILIP ENNEST LE POSE, Parkhurst Convict Prison, late Stock Broker New Forest and Hyde Pet Jan 18 Ord Feb 18  
 PROCTOR, JOHN WATTAM, Rushden, Northamptonshire, Grocer Northampton Pet Feb 20 Ord Feb 20  
 RALPH, WILLIAM, Newcastle on Tyne, Furniture Dealer Newcastle on Tyne Pet Feb 21 Ord Feb 21  
 ROBINSON, PATRICK, Newport, Salop, Baker Stafford Pet Feb 21 Ord Feb 21  
 ROSE, EDWARD, Milnrow, nr Rochdale, [Farmer] Oldham Pet Feb 21 Ord Feb 21  
 SAVAGE, CHARLES, Winchester, Baker Winchester Pet Feb 21 Ord Feb 21  
 SHARPE, EDWARD, Pontypidd, Glam, Butcher Pontypidd Pet Feb 8 Ord Feb 22  
 SHAW, RICHARD, Featherstone, Yorks, Grocer Wakefield Pet Feb 18 Ord Feb 21  
 SMITH, HENRY, Fernhill Heath, Worcs, Builder Worcester Pet Feb 21 Ord Feb 21  
 TAYLOR, GEORGE, Worcester, Grocer Worcester Pet Feb 21 Ord Feb 21  
 VARDY, WILLIAM, Eastleigh, Hants, Builder Southampton Pet Jan 10 Ord Feb 21  
 WATSON, HENRY COCKERELL, Great Yarmouth, Sugar Boiler Great Yarmouth Pet Feb 17 Ord Feb 17  
 WEBB, ALFRED THOMAS, Rockley, Birmingham, Pattern Maker Birmingham Pet Feb 21 Ord Feb 21  
 WHATELY, CHARLES, Kenilworth, Warwickshire, Nurseryman Warwick Pet Jan 6 Ord Feb 21

## NOTICE OF ORDER RESCINDING ORDER ANNUL-LING ADJUDICATION.

GREEN, JOHN, Wolverhampton, Lock Manufacturer Wolverhampton Adjud Sept 4, 1891 Ord annul Adjud Nov 17, 1891 Ord Resc Ord annul Adjud Feb 13, 1893

## ADJUDICATION ANNULLED.

DEERY, JAMES, Brockley, Kent, Builder Greenwich Adjud Aug 30, 1892 Annul Feb 17

## London Gazette—TUESDAY, Feb. 28.

## RECEIVING ORDERS.

BAILEY, GEORGE HARRY, Carshalton, Surrey, Grocer Croydon Pet Feb 23 Ord Feb 23  
 BAILEY, JAMES, Newton, Bewley, co Durham, Farmer Stockton on Tees and Middleborough Pet Feb 23 Ord Feb 23  
 BALDWIN, THOMAS, Thornaby on Tees, Yorks, Painter Stockton on Tees and Middleborough Pet Feb 23 Ord Feb 23  
 BENTLEY, ROBERT, Yatt's Farm, nr Pickering, Yorks, Farmer Scarborough Pet Feb 14 Ord Feb 23  
 BRADY, JAMES, Miles Platting, Manchester, Coal Dealer Manchester Pet Feb 17 Ord Feb 23  
 BURNETT, JAMES, Preston, Oil Manufacturer Preston Pet Feb 25 Ord Feb 25  
 CARPENTER, WILLIAM GEORGE, Eastbourne, Wine Merchant Eastbourne Pet Feb 23 Ord Feb 23  
 CLOWES, MARY, New Brighton, Cheshire, Fruiterer Birkenhead Pet Feb 24 Ord Feb 24  
 COLE, JOHN, late Market pl, Hendon, Draper Barnet Pet Jan 16 Ord Feb 22  
 COLLIER, ALFRED JAMES, Norwich, Tobaccoist Norwich Pet Feb 14 Ord Feb 24  
 DAVIES, THOMAS, Dolgelly, Merioneth, Carrier Aberystwith Pet Feb 25 Ord Feb 25  
 DRAPER, HENRY JAMES, Heathfield, Sussex, Farmer Eastbourne and Lewis Pet Feb 20 Ord Feb 20  
 EDWARDS, CHARLES, Hanley, Grocer Hanley Pet Feb 24 Ord Feb 24  
 EVANS, EVAN THOMAS, and JOHN HENRY, Pembroke Dock, Chemists Pembroke Dock Pet Feb 25 Ord Feb 25  
 FAULKNER, HENRY, Lincoln, Builder Lincoln Pet Feb 22 Ord Feb 22  
 FIELD, CHARLES JOHN CHURCHILL, Bristol, Butcher Bristol Pet Feb 25 Ord Feb 25  
 FIELDER, JOHN, Southborough, Kent, Grocer Tunbridge Wells Pet Feb 24 Ord Feb 24  
 FOOT, STEPHEN, and RICHARD PHILLIPS KELHAM, Cophall avenue, Tailors High Court Pet Feb 23 Ord Feb 23  
 GILBERT, RUFUS, Bridgend, Glam, Baker Cardiff Pet Feb 20 Ord Feb 20  
 GRIMWOOD, DENNIS, Cardiff, Tailor Cardiff Pet Feb 24 Ord Feb 24  
 HECK, ANTON, Stopford rd, Walworth, Waiter High Court Pet Dec 30 Ord Feb 24  
 HOGGARTH, RICHARD, Crossmoor, nr Kirkham, Lanes, Farmer Preston Pet Feb 8 Ord Feb 25  
 JAMES, DAVID, Camden sq, Southampton st, Camberwell, of no occupation High Court Pet Jan 31 Ord Feb 25  
 JOHNSON, ALFRED, Fulham rd, Fruit Salesman High Court Pet Feb 10 Ord Feb 24  
 KING, JOSEPH, West Hartlepool, Horse Slaughterer Sunderland Pet Feb 24 Ord Feb 24  
 LEWIS, LEWIS WILLIAM FORSTER, Ferns Park rd, Hornsey, Schoolmaster High Court Pet Feb 25 Ord Feb 25  
 MARTIN, JOHN DONALD, Liverpool, Commission Agent Liverpool Pet Feb 13 Ord Feb 24  
 MASON, GEORGE HENRY, New Cleo, Great Grimsby, Grocer Great Grimsby Pet Feb 23 Ord Feb 23  
 McCONNEL, WILLIAM, Workington, Cumbria, Draper's Traveller Workington Pet Feb 23 Ord Feb 23  
 MOLLART, AMOS VINCENT, Leeds, Music Teacher Leeds Pet Feb 24 Ord Feb 24  
 OWEN, ELIZABETH HENRY, Colonial avenue, Minorics, Packing Case Manufacturer High Court Pet Feb 23 Ord Feb 23  
 ROGERS, LEWIS ALEXANDER, Liverpool, Grocer Liverpool Pet Feb 9 Ord Feb 24  
 SADLER, FREDERICK, late of Birmingham, Tailor Birmingham Pet Feb 20 Ord Feb 24  
 SAUNDERS, JAMES, Withnell, Lanes, Quaysmaster Bolton Pet Feb 24 Ord Feb 24  
 SHIELDER, CHARLES, Dennington, Suffolk, Farmer Ipswich Pet Feb 22 Ord Feb 22  
 SIMONS, GEORGE NEAL, Trafalgar ter, Malmesbury rd, Canning Town, Master Mariner High Court Pet Jan 2 Ord Feb 23  
 SMITH, GEORGE, Brushfield st, Spitalfields High Court Pet Feb 4 Ord Feb 24  
 THOMAS, SARAH ANN, Pontycymmer, nr Bridgend, Glam, Grocer Cardiff Pet Feb 23 Ord Feb 23  
 VALE, CHARLES, Bradford, Fruiterer Bradford Pet Feb 24 Ord Feb 24  
 WAKEFIELD, JOHN CHARLES, Huddersfield, Optician Huddersfield Pet Feb 24 Ord Feb 24  
 WALTER, WALTER HARVEY, Eastleigh, Hants, Builder Southampton Pet Nov 25 Ord Feb 23  
 WILFORD, THOMAS, Hornford, Yorks, Grocer Leeds Pet Feb 24 Ord Feb 24  
 WILLIAMS, EVAN MORRIS, Betham, Blaenau Ffestiniog, Merioneth, Boot Dealer Blaenau Ffestiniog Pet Feb 23 Ord Feb 23  
 WRIGHT, JAMES, Brick lane, Columbia rd, Hackney rd, Boot Manufacturer High Court Pet Feb 23 Ord Feb 23

## FIRST MEETINGS.

BARNETT, RICHARD, Newgate st, Upholsterer Warehouseman March 7 at 11 Bankruptcy bldg, Carey st  
 BECKWORTH, THOMAS, Whitwick, Leics, Innkeeper March 7 at 3 30 Midland Hotel, Station st, Burton on Trent  
 BENTLEY, JOHN, Bradford, Machine Broker March 8 at 11 Off Rec, 31, Manor row, Bradford  
 BOSWORTH, WASH, Waverley, nr Liverpool, Bookseller March 8 at 2 Off Rec, 35, Victoria st, Liverpool  
 BRADY, JAMES, Miles Platting, Manchester, Coal Dealer March 8 at 2 30 Ogden's chbrs, Bridge st, Manchester  
 BROAD, JAMES THURNEY, Bristol, Solicitor March 15 at 12 Off Rec, Bank chbrs, Corn st, Bristol  
 CHAMBERS, WILLIAM OGDEN, Canon st, Surveyor March 7 at 1 Bankruptcy bldg, Carey st  
 CHARLWOOD, CHARLES WILLIAM, late of East Grinstead, Sussex, late Builder March 7 at 12 30 24, Railway appr, London bridge  
 CLIFFORD, SAMUEL, Bristol, Wood Turner March 15 at 2 30 Off Rec, Bank chbrs, Corn st, Bristol  
 CROSSLEY, ALBERT EDWARD, Halifax, Honier March 8 at 11 Off Rec, Townhall chbrs, Halifax

DAVIES, BENJAMIN, Blaenau, Llanerch, Carmarthenshire, Labourer March 25 at 2 15 Off Rec, 11, Quay st, Carmarthenshire  
 DAVIES, THOMAS, Llandoverly, Carmarthenshire, Licensed Victualler March 25 at 2 Off Rec, 11, Quay st, Carmarthenshire  
 DAY, GEORGE, Bristol, Licensed Victualler March 15 at 1 Off Rec, Bank chbrs, Corn st, Bristol  
 DIXON, THOMAS, Thornaby on Tees, York, Pork Butcher March 8 at 3 Off Rec, 8, Albert rd, Middleborough  
 DURANT, FREDERICK WILLIAM, Bradford, late Freight Agent March 9 at 11 Off Rec, 31, Manor row, Bradford  
 ELLERINGTON, THOMAS HENRY, Middleborough, late Butcher March 8 at 3 Off Rec, 8, Albert rd, Middleborough  
 FAULKNER, HENRY, Lincoln, Builder March 16 at 12 30 Off Rec, 31, Silver st, Lincoln  
 FAWBERT, THOMAS, Darlington, Greengrocer March 8 at 3 Off Rec, 8, Albert rd, Middleborough  
 FISHER, WILLIAM, Burton on Trent, Nurseryman March 7 at 3 Midland Hotel, Station st, Burton on Trent  
 FOOT, STEPHEN, and RICHARD PHILLIPS KELHAM, Cophall avenue, Tailors March 8 at 12 Bankruptcy buildings, Carey st  
 GASCONE, EDWARD, Lenton, Nottingham, Yeast Manufacturer March 7 at 11 Off Rec, St Peter's Church walk, Nottingham  
 GOODALL, CHARLES, Headingley, Leeds, Dentist March 7 at 11 Off Rec, 22, Park row, Leeds  
 GUTHMAN, AUGUSTUS, Wood st, Warehouseman March 8 at 1 Bankruptcy bldg, Carey st  
 HALL, CHARLES ENNEST, Street, Somerset, Butcher March 15 at 3 Off Rec, Bank chbrs, Corn st, Bristol  
 HASTLOW, WILLIAM, Castle Bromwich, Warwickshire, Farmer March 9 at 11 23, Colmore row, Birmingham  
 HERMON, PERCY, Craven ter, Baywater, Builder March 7 at 2 30 Bankruptcy bldg, Carey st  
 HILLIER, JAMES, Baron's Court Hotel, West Kensington March 7 at 1 Bankruptcy bldg, Carey st  
 HUNT, ELDER (sen), Gt Yarmouth, Dealer March 14 at 10 15 Lovell's Blake, South Quay, Gt Yarmouth  
 JONES, EDWARD JAMES, Cheapside, Accountant March 8 at 2 30 Bankruptcy bldg, Carey st  
 JONES, THOMAS, Wrexham, Bookkeeper March 14 at 11 15 The Friary, Wrexham  
 MILLINGTON, EDWARD LEWIS, and JAMES WILLIAM GEORGE MILLINGTON, Maidenhead, Berks, Builders March 8 at 3 Off Rec, 96, Temple chbrs, Temple avenue  
 OLDHAM, JOHN, Ipswich, Pork Butcher March 7 at 11 30 Off Rec, 36, Princes st, Ipswich  
 POITON, RICHARD, Shifnal, Salop, Builder's Foreman March 8 at 12 County Court Office, Madley  
 RALPH, WILLIAM, Newcastle on Tyne, Furniture Dealer March 8 at 11 30 Off Rec, Pink lane, Newcastle on Tyne  
 ROGERS, WILLIAM, Ashton, nr Birmingham, Draper March 10 at 11 23, Colmore row, Birmingham  
 SAUNDERS, JAMES, Withnell, Lanes, Quarry Master March 9 at 11 16, Wood st, Bolton  
 SAVAGE, CHARLES, Winchester, Baker March 8 at 3 30 Off Rec, 4, East st, Southampton  
 SHIELDER, CHARLES, Dennington, Suffolk, Farmer March 7 at 12 Off Rec, 35, Princes st, Ipswich  
 SMITH, HENRY, Fernhill Heath, Worcs, Builder March 16 at 10 30 Off Rec, 45, Copenhagen st, Worcester  
 SOAR, RICHARD GEORGE, Broadwath rd, Surrey, Boot Dealer March 8 at 11 30 24, Railway approach, London Bridge  
 STOKES, POLLY, Walsall, Licensed Victualler March 9 at 11 Off Rec, Walsall  
 STOV, THOMAS, Assington, nr Sudbury, Suffolk, Farmer March 10 at 11 30 Townhall, Colchester  
 TILBURY, WILLIAM, Failsworth, Lanes, Mineral Water Manufacturer March 7 at 11 Off Rec, Bank chbrs, Queen st, Oldham  
 WALTER, WALTER HARVEY, Eastleigh, Hants, Builder March 8 at 3 Off Rec, 4, East st, Southampton  
 WARNER, JOHN THOMAS, Kingston upon Hull, Grocer's Assistant March 8 at 11 Off Rec, Trinity House lane, Hull  
 WHITNEY, JOHN THOMAS, Burton Latimer, Northamptonshire, Builder March 8 at 12 30 County Court bldg, Northampton  
 WILLIAMS, THOMAS JONES, Pontycymmer, Glam, Grocer March 7 at 3 Off Rec, 29, Queen st, Cardiff  
 WILSHER, JOHN, Great Wigborough, Essex, Pork Butcher March 10 at 11 Townhall, Colchester  
 WOODCOCK, EDWARD, Heckmondwike, Leather Merchant March 7 at 11 Off Rec, Bank chbrs, Batley  
 WOOLDRIDGE, LUOT, Bristol, Draper March 15 at 12 30 Off Rec, Bank chbrs, Corn st, Bristol

## ADJUDICATIONS.

BAILEY, JAMES, Newton Bewley, co Durham, Farmer Stockton-on-Tees and Middleborough Pet Feb 23 Ord Feb 23  
 BALDWIN, THOMAS, Thornaby-on-Tees, Yorks, Painter Stockton-on-Tees and Middleborough Pet Feb 23 Ord Feb 23  
 BECKWORTH, THOMAS, Whitwick, Leics, Innkeeper Burton-on-Trent Ord Feb 21 Pet Feb 25  
 BENTLEY, ROBERT, Yatt's Farm, nr Pickering, Yorks, Farmer Scarborough Ord Feb 13 Pet Feb 23  
 BRACKING, SAMUEL ALLEN, Ifeld rd, West Brompton, Baker High Court Ord Feb 13 Pet Feb 23  
 BRADY, JAMES, Miles Platting, Manchester, Coal Dealer Manchester Ord Feb 17 Pet Feb 24  
 BURNETT, JAMES, Preston, Oil Manufacturer Preston Pet Feb 25 Ord Feb 25  
 COLLIER, ALFRED JAMES, Norwich, Tobaccoist Norwich Ord Feb 13 Pet Feb 24  
 DAVIES, THOMAS, Dolgelly, Carrier Aberystwith Pet Feb 25 Ord Feb 25  
 EDWARDS, CHARLES, Hanley, Grocer Hanley Pet Feb 24 Ord Feb 24  
 FAULKNER, HENRY, Lincoln, Builder Lincoln Pet Feb 22 Ord Feb 22  
 FOSTER, ROBERT THOMAS, Hartrow rd, Gent High Court Pet Dec 8 Ord Feb 24

GILBERT, REV. BRIDGEND, Glam, Baker Cardiff Pet Feb 23 Ord Feb 23

GRAY, COLIN CAMPBELL, Sutherland avenue, of no occupation High Court Pet Feb 1 Ord Feb 25

HICKS, GEORGINA O'LAUGHLIN, Emperor's gate, Widow High Court Pet Dec 8 Ord Feb 24

JEFFRIES, JAMES EVAN, Bristol, Bookseller Bristol Pet Jan 26 Ord Feb 23

KING, JOSEPH, West Hartlepool, Horse Slaughterer Sunderland Pet Feb 24 Ord Feb 24

MACARTHUR, JOHN DONALD TILTON, Dover, Clerk in Holy Orders Croydon Pet Feb 10 Ord Feb 23

MARTINDALE, WALTER, Montagu mews North, Montagu sq, Horse Dealer High Court Pet Feb 1 Ord Feb 26

MASON, GEORGE HENRY, New Cle, Great Grimsby, Grocer Great Grimsby Pet Feb 23 Ord Feb 23

McCONNEL, WILLIAM, Workington, Cumbrid, Draper's Traveller Workington Pet Feb 18 Ord Feb 23

MOLLART, AMO VINCENT, Leeds, Music Teacher Leeds Pet Feb 24 Ord Feb 24

OUTRAM, JOHN, Rusdon rd, Paper Hanging Merchant High Court Pet Jan 9 Ord Feb 23

PHILLIPS, EDWIN, Newport, Mon, Merchant Newport, Mon Pet Feb 16 Ord Feb 23

PONSONBY, ARTHUR CORNWALLIS, Bishopgate st, Steamship Owner High Court Pet Oct 19 Ord Feb 22

ROBINSON, THOMAS, York, of no occupation York Pet Feb 9 Ord Feb 23

ROGERS, LEWIS ALEXANDER, Liverpool, Grocer Liverpool Pet Feb 9 Ord Feb 25

SHELDON, CHARLES, Dennington, Farmer Ipswich Pet Feb 22 Ord Feb 22

STOW, THOMAS, Asington, nr Sudbury, Suffolk, Farmer Colchester Pet Feb 17 Ord Feb 24

TAIYI, MURARI LAL, Park lane, Gent High Court Pet Oct 27 Ord Feb 23

THOMAS, SARAH ANN, Pontypridd, nr Bridgend, Grocer Cardiff Pet Feb 23 Ord Feb 23

VALE, CHARLES, Bradford, Fruiterer Bradford Pet Feb 24 Ord Feb 24

WAINTELL, GEORGE FREDERICK, Little Wymondley, nr Stevenage, Herts, Wheelwright Luton Pet Feb 18 Ord Feb 25

WAKEFIELD, JOHN CHARLES, Huddersfield, Optician Huddersfield Pet Feb 24 Ord Feb 24

WILFORD, THOMAS, Horsforth, Yorks, Grocer Leeds Pet Feb 24 Ord Feb 24

WRIGHT, JAMES, Brick lane, Columbia rd, Hackney rd, Boot Manufacturer High Court Pet Feb 23 Ord Feb 23

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Subscription, PAYABLE IN ADVANCE, which includes Indexes, Digests, Statutes, and Postage, 52s. WEEKLY REPORTER, in wrapper, 26s.; by Post, 28s. SOLICITORS' JOURNAL, 26s. 0d.; by Post, 28s. 0d. Volumes bound at the office—cloth, 2s. 9d., half law calf, 5s. 6d.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

**SALES BY AUCTION FOR THE YEAR 1893.**  
**MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER** beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues., March 7	Tues., May 9	Tues., Aug. 1
Tues., March 14	Tues., May 16	Tues., Aug. 8
Tues., March 21	Tues., May 23	Tues., Aug. 15
Tues., March 28	Tues., June 6	Tues., Aug. 22
Tues., April 11	Tues., June 13	Tues., Oct. 5
Tues., April 18	Tues., June 20	Tues., Oct. 12
Tues., April 25	Tues., June 27	Tues., Oct. 19
Tues., May 2	Tues., July 4	Tues., Nov. 14
Tues., May 15	Tues., July 11	Tues., Dec. 5
Tues., May 22	Tues., July 18	

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c.

**DETAILED LISTS OF INVESTMENTS, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,609.**

#### REVERSIONS, ANNUITIES, LIFE INTERESTS, LIFE POLICIES, &c.

**MESSRS. H. E. FOSTER & CRANFIELD** (successors to Marsh, Milner, & Co.), Land and Reversion Valuers and Auctioneers, may be consulted upon all questions pertaining to the above interests. Their Periodical Sales (established by the late Mr. H. E. Marsh in 1843) occur on the First Thursday in each Month throughout the year, and are the recognised medium for realising this description of property. Advances made, if required, pending completion, or permanent mortgages negotiated.—Address, 6, Poultry, London, E.C.

**MESSRS. ROBT. W. MANN & SON, SURVEYORS, VALUERS, AUCTIONEERS, HOUSE AND ESTATE AGENTS.**  
ROBT. W. MANN, F.S.I., THOMAS R. RANSON, F.S.I., J. BAGSHAW MANN, F.S.I., W. H. MANN,  
2, Lower Grosvenor-place, Euston-square, S.W., and 22, Lowndes-street, Belgrave-square, S.W.

**MESSRS. H. GROGAN & CO., 101, Park-street, Grosvenor-square,** beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

**TO CAPITALISTS.**—Remunerative Investment.—An old-established business (limited liability company), paying 10 per cent., could with considerable advantage utilise some further capital, and invites Subscriptions towards a sum to be provided of not less than £5,000. Full particulars, with strictest investigation, to any bona fide applicant. Affords excellent opportunity for participating in profits of a very successful manufacturing and industrial business.—Principals or their solicitors only, address, in first instance, H. S. 499, Messrs. Deacon's, Leadenhall-street, E.C.

**MORTGAGES.**—Various Sums wanted on well-built Property; good margins; satisfactory arrangements can be made by solicitors finding advances.—Address MORTGAGE, care of "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

**TRUST MONIES.**—To Solicitors, Trustees, and others who have Trust Monies against first-class Securities, such as Freeholds and Leaseholds, in this country; please state amount offered and interest required, whether on freehold, leasehold or otherwise.—M. LACE, Mortgage Broker, Broad-street-avenue, London, E.C.

**ISLINGTON.**  
Secure and remunerative Investments in Leasehold Private Houses, well let, at rents amounting to £3,497 per annum.

**MESSRS. EDWIN FOX & BOUSFIELD** will SELL, at the MART, on WEDNESDAY MARCH 15, at TWO o'clock, in Lots, sound INVESTMENTS in SIXTY-THREE long LEASEHOLD Private HOUSES, forming a most compact estate, and comprising Nos. 15 to 65 (odd), Almerah-road, and Nos. 7 to 15, 25 to 27, 37 to 43 (odd), and 10 to 14, 44 and 50 to 100 (even), Elmore-street, conveniently situate just off Essex-road, Islington, and within a mile and a half of the City. The houses are substantially built, of neat elevation, inclosed from the road by forecourts with iron pillared, approached by flights of stone steps with portico entrances, and each contains four or five bedrooms, front and back parlours, breakfast room, kitchen, and domestic offices, with garden in rear. All the houses are let under agreements at rents amounting to £3,497 per annum. The houses will be offered in convenient lots, to suit large and smaller capitalists.

Particulars at the Mart; of W. Tibbotts Hart, Esq., Solicitor, 22, Moorgate-street, E.C.; of Messrs. Slaughter and Colgrave, Solicitors, Clock-house, Arundel-street, Strand, W.C.; and of Messrs. Edwin Fox & Bousfield, 50, Gresham-street, Bank, E.C.

By order of Executors and Trustees. First-class Freehold Ground Rent of £1,900 per annum, with reversion, arising from the magnificent property so well known as the Bristol Hotel, in Burlington-gardens, next door to the Western Branch of the Bank of England.

**MESSRS. EDWIN FOX & BOUSFIELD** will SELL, at the MART, on WEDNESDAY, APRIL 12th, at TWO o'clock, a highly important INVESTMENT, comprising the freehold ground rent of £1,900 per annum, simply secured upon the noble building distinguished as the Bristol Hotel, with its commanding frontages to Burlington-gardens, Cork-street, and Old Burlington-street, and covering the extensive area of nearly 9,000 superficial feet. The premises are thoroughly substantial, and admirably arranged for the reception of the fashionable and wealthy clientele for so many generations associated with the Bristol. A high rent is, therefore, derived from the hotel; and, on the falling-in of the lease, or its prior termination by arrangement, the land alone, covering as it does about the fifth of an acre, would realise a ground rent far in excess of that now received. The property is let on lease for a term of 30 years from March 25th, 1876, leaving 63 years now unexpired, at the above ground rent of £1,900 per annum. The present is a very rare and exceptional opportunity for large capitalists or the representatives of wealthy corporations to acquire an investment which cannot be surpassed in present security and soundness, having in the future the reversion to the rack-rent of the property and the increased value of the ground.

Particulars of Messrs. Emmanuel & Simmonds, solicitors, 36, Finsbury-circus, E.C.; at the Mart; and of Messrs. Edwin Fox & Bousfield 50, Gresham-street, Bank, E.C.

**EALING, W.**  
To Trustees, Insurance Companies, and others.—Sale of valuable Freehold Shop Property.

**MR. A. G. MURRELL** has been favoured with instructions to SELL by AUCTION, at the MART, E.C., on FRIDAY, MARCH 17, at TWO, the following FREEHOLD SHOPS and OFFICES, let upon repairing leases at rising rents:—

Address.	Rental.
Lot 1.—Shop, 32 and 33, Broadway	£245 0 0
Lot 2.—Shop, 34, Broadway	130 0 0
Lot 3.—Surgery and Offices, 36 and 37, Broadway	137 0 0
Lot 4.—Shop, 38, Broadway	65 0 0
Lot 5.—Shop, 39, Broadway	130 0 0
Lot 6.—Offices, Helms-chambers, No. 43, Broadway	340 10 0

But estimated to produce, when the present leases expire, £1,250 per annum.

Particulars and conditions of sale may be obtained at the Mart; of Messrs. Battams & Hutchinson, Solicitors, 41, Broadway, Ealing; and of the Auctioneer, 37, Broadway, Ealing, W.

## NATIONAL DISCOUNT COMPANY, LIMITED, 35, CORNHILL, LONDON, E.C.

Subscribed Capital, £4,233,325.

Paid-up Capital, £846,665.

Reserve Fund, £460,000.

#### DIRECTORS.

FREDERICK CHALMERS, Esq.  
JOHN CUNLIFFE, Esq.  
ROGER CUNLIFFE, Esq.

WILLIAM JAMES THOMPSON, Esq., Chairman.  
EDMUND THEODORE DOKAT, Esq.  
WILLIAM FOWLER, Esq.  
WILLIAM HANCOCK, Esq.

QUINTIN HOGG, Esq.  
JOHN FRANCIS OGILVY, Esq.  
AUGUSTUS SILLEM, Esq.

Auditors: JAMES MORTON BELL, Esq.; JOSEPH ROBERT MORRISON, Esq.; JOSEPH GURNEY FOWLER, Esq. (Messrs. Price, Waterhouse, & Co.).  
Manager: CHARLES HENRY HUTCHINS, Esq. Sub-Manager: LEWIS BEAUMONT, Esq. Secretary: CHARLES WOOLLEY, Esq.

Bankers: BANK OF ENGLAND; THE UNION BANK OF LONDON, LIMITED.

Approved Mercantile Bills Discounted. Loans granted upon Negotiable Securities.  
Money received on Deposit, at Call and Short Notice, at the Current Market Rates, and for Longer Periods upon Terms to be Specially Agreed upon.  
Investments in and Sales of all descriptions of British and Foreign Securities effected.

**SOLICITORS** and Others will find excellent cheap Offices to be Let in Safe Deposit-buildings, Chancery-lane; accessible position, close to the Law Courts and Her Majesty's Patent Office; electric light and hall porter; boy messenger boxes.—Apply Collector's Office, 63, Chancery-lane.

**EXCELLENT OFFICES** to be Let near Chapside. A portion of the rent could be cleared by professional services.—Address S. V. A., at Horncastle's, Chapside, London.

## FOR SALE.

**WEEKLY REPORTER** (The), Vols. 1 to 32, half-calf, £28; Vols. 1 to 38, half-calf and cloth, £38. Also a quantity of Odd Volumes and Short Sets.

**THE KELLY LAW BOOK COMPANY, LIMITED,**  
DEALERS IN NEW AND SECOND-HAND LAW BOOKS,  
LINCOLN'S INN GATE, CAREY STREET, LONDON.

**REEVES & TURNER,**  
LAW BOOKSELLERS AND PUBLISHERS.

*Libraries Valued or Purchased.*  
A Large Stock of Second-hand Reports and Text-book always on Sale.

100, CHANCERY LANE & CAREY STREET.

THE  
**CALENDAR AND LAW DIRECTORY**  
OF THE  
**INCORPORATED LAW SOCIETY**  
FOR 1893.

*Now Ready.*

Price 6s. 6d., or by post, 7s.

**THE SOLICITORS' LAW STATIONERY SOCIETY,**  
LIMITED,  
51 & 52, CAREY-STREET, LONDON, W.C.

Just published, crown 8vo, cloth, price 6s. 6d., net 5s. 6d.  
**VALUATIONS AND COMPENSATIONS.**  
By BANISTER FLETCHER, F.R.I.B.A., &c. Being a New Edition of "Compensations," to which are added chapters on "Valuations." Also:

Price 5s. 6d., net 4s. 9d.

**ARBITRATIONS.**  
Second Edition, Revised and Enlarged.

By THE SAME AUTHOR:

**METROPOLITAN BUILDING ACTS.** 6s. 6d., net 5s. 6d.  
**LIGHT AND AIR.** Second Edition. 6s. 6d., net 5s. 6d.  
**QUANTITIES.** Fifth Edition. 6s., net 5s.

Post-free at the net prices of the publisher,  
B. T. BATSFORD, 52, High Holborn, London.

**LAW.**—Solicitor (aged 27, admitted 1889) desires Conveyancing and General Managing Clerkship; moderate salary.—Z., care of Housekeeper, 7, Bedford-row, W.C.

**LAW.**—Wanted, a Shorthand and Engrossing Clerk, with knowledge of Conveyancing.—Apply to FINCH & JOHNSON, Solicitors, Blackpool.

**SOLICITOR** (Final 1887), experienced in all branches, desires Conveyancing or General Clerkship; well recommended by good firms; London or Midlands preferred.—A. B. C., "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

**EDE AND SON,**

**ROBE MAKERS.**

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

BONES FOR QUEEN'S COUNSEL AND BARRISTERS.

**SOLICITORS' GOWNS.**

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns

ESTABLISHED 1699.

94, CHANCERY LANE, LONDON.

## PRUDENTIAL ASSURANCE COMPANY, LIMITED.

Chief Office—HOLBORN BARS, LONDON.

Summary of the Report presented at the Forty-fourth Annual Meeting, held on 2nd March, 1893.

**ORDINARY BRANCH.**—The number of Policies issued during the year was 56,912, assuring the sum of £5,886,889, and producing a New Annual Premium Income of £319,948.

The Premiums received during the year were £1,665,611, being an increase of £222,865 over the year 1891.

The Claims of the year amounted to £418,667. The number of Deaths was 2,932, and 117 Endowment Assurances matured.

The number of Policies in force was 301,643.

**INDUSTRIAL BRANCH.**—The Premiums received during the year were £3,849,157, being an increase of £160,819.

The Claims of the year amounted to £1,602,816. The number of Deaths was 178,231, and 1,230 Endowment Assurances matured.

The number of Free Policies granted

during the year to those Policyholders of five years' standing, who have desired to discontinue their payments, was 47,395, the number in force being 288,493.

The total number of Policies in force was 10,105,877: the average duration of them is seven years.

The total Assets of the Company, as shewn in the Balance Sheet, are £16,309,652, being an increase of £1,686,025 over those of 1891.

By the adoption of an annual declaration of bonus Policyholders will obtain each year a vested increase to the sum assured and will not have to wait until the end of a Quinquennial period. This advantage is emphasized by the fact that reversionary bonuses can be surrendered for cash.

The Balance Sheet has been submitted to Messrs. Deloitte, Dever, Griffiths, & Co., whose Certificate is appended to the accounts.

**THOS. C. DEWEY,**  
**WILLIAM HUGHES,** } Managers.

**W. J. LANCASTER,** Secretary.

The full Report can be obtained upon application to the Secretary.

**MR. UTTLEY,** Solicitor, continues to rapidly and successfully PREPARE CANDIDATES, orally and by post, for the SOLICITORS' and BAR PRELIMINARY, INTERMEDIATE, and FINAL, and LL.B. Examinations. Terms from £1 1s. per month. MANY PUPILS HAVE TAKEN HONOURS.—For further particulars, and copies of "Hints on Stephen's Commentaries" and "Hints on Criminal Law," address, 17, Brazenose-street, Albert-square, Manchester.

**PINKERTON'S DETECTIVE OFFICE.**—Female and Male Detectives.—Divorce.—Prompt, secret, and reliable evidence obtained; suspected persons watched; missing friends traced; trade inquiries made.—Chief Office, 14, Duke-street, Strand; 32, Surrey-lane, Battersea, S.W. Telegrams, "Detexi, London."

**TYPE-WRITING.**—Documents of every description carefully and accurately Copied; private room for dictation; highest references.—RAYNE & Co., 40, Norfolk-street, Strand. Translations undertaken.

**WANTED,** Copies of the "Solicitors' Journal" for October 31st, 1891, being No. 1 of Vol. 36. 6d. per copy will be given for the above at the Office, 27, Chancery-lane, W.C.

**TO INVALIDS.**—A List of Medical Men in all Parts, willing to receive Resident Patients, giving full particulars and terms, sent gratis. The list includes Private Asylums, &c.—Address Mr. G. B. STOCKER, 8, Lancaster-place, Strand, W.C.

Head Office—  
**LONDON & LANCASHIRE FIRE** 43, Dale Street,  
**LIVERPOOL**  
**LONDON & LANCASHIRE FIRE** 74, King William Street,  
**LONDON.**  
*Liberal Commission allowed to MEMBERS OF THE LEGAL PROFESSION for introduction of business.*

**THE REVERSIONARY INTEREST SOCIETY, LIMITED**  
(ESTABLISHED 1893).  
Purchase Reversionary Interests in Real and Personal Property, and Life Interests, and Life Policies, and Advance Money upon these Securities.—17, King's Arm-yard, Coleman-street, E.C.

Special Advantages to Private Insurers.

**THE IMPERIAL INSURANCE COMPANY LIMITED. FIRE.**

Established 1803.

1, Old Broad-street, E.C., and 22, Pall Mall, S.W.  
Subscribed Capital, £1,300,000; Paid-up, £300,000.  
Total Funds £1,600,000.

**E. COZENS SMITH,**  
General Manager.

**REVERSIONARY AND LIFE INTERESTS** IN LANDED OR FUNDED PROPERTY or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the **EQUITABLE REVERSIONARY INTEREST SOCIETY (LIMITED)**, 10, Lancaster-place, Waterloo Bridge, Strand. Established 1836. Capital, £500,000. Interest on Loans may be capitalized.

**F. S. CLAYTON,** } Joint  
**C. H. CLAYTON,** } Secretaries.

**THE EQUITABLE FIRE AND ACCIDENT OFFICE, LIMITED.**

MANCHESTER, LONDON, GLASGOW.

CAPITAL	...	...	...	£405,545.
ANNUAL INCOME (1891) OVER	...	...	...	£140,000.
SECURITY TO INSURED, OVER	...	...	...	£460,000.

**AGENCY.**—Gentlemen who can introduce SOUND BUSINESS invited to apply for Agency.

**SPECIAL FEATURE** in Accident Department.—ONE PREMIUM returned EVERY FIFTH YEAR to those who have made no claim.

**D. R. PATERSON,** Manager and Secretary.

**SUN INSURANCE OFFICE.**  
Founded 1710.  
LAW COURTS BRANCH,  
40, CHANCERY LANE, W.C.,  
**A. W. COUSINS,**  
District Manager.  
(FIRE)  
SUM INSURED in 1891, £373,700,000.

.  
.

.

of  
to  
5,  
ce  
of  
as  
re  
of

a-  
in  
m  
ie  
l-  
at  
d

d  
&  
e

T

al  
nd  
s-

Y

S  
er  
or  
2-  
o,  
ed  
r-

T

D  
E  
ec

.